The Solicitors' Journal

VOL. LXXXIII. **Saturday, January 28, 1939.** No. 4

Editorial, Publishing and Advertisement Offices: 29–31, Breams Buildings, London, E.C.4. Telephone: Holborn 1853.
SUBSCRIPTIONS: Orders may be sent to any newsagent in town or country, or, if preferred, direct to the above address.
Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance. *Single Copy:* 1s. 1d. *post free.*
CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor at the above address.
ADVERTISEMENTS: Advertisements must be received not later than 1 p.m. Thursday, and be addressed to The Manager at the above address.

Current Topics.

The Outposts of Empire.

THE centenary of the acquisition of Aden by Great Britain was celebrated last week in that outpost of Empire, and, it is interesting to note, followed soon after the new constitutional status conferred upon it by recent legislation. Originally, this territory at the southern end of the Red Sea was treated as part of Bombay, and so it remained for many years, but by s. 288 of the Government of India Act, 1935, it was provided that, on such date as His Majesty should by Order in Council declare, Aden should cease to be a part of Bombay and should be known as "the Colony of Aden," with an Executive Council and a Governor, and with power to make laws for the peace, order and good government of the Colony. This Order in Council has been duly made, and now the Colony of Aden possesses a court of unlimited civil and criminal jurisdiction. From this tribunal an appeal lies to the High Court of Bombay and thence to the Judicial Committee of the Privy Council.

Probation at Assizes and Quarter Sessions.

A RECENT Home Office circular which has been sent to Clerks of the Peace is concerned with the provision of better facilities than have been available hitherto for the use of the probation system at Assizes and Quarter Sessions. It is recalled that in 1910 only five persons were placed on probation out of 3,231 convicted at Assizes. By 1933 the number of probation orders had risen to 119 relative to a total of 2,724 convictions, while in 1937 the corresponding figures were 228 and 2,747. But, even in 1937, twice as many persons were bound over as were placed on probation, and the circular urges that inasmuch as most of these persons must have been guilty of serious offences it may be presumed that many of them would have benefited by a period of supervision if there had not been difficulties in the way of making such an order. The Departmental Committee on Social Services in Courts of Summary Jurisdiction recommended in the course of its report (1936, Cmd. 5122) that one experienced officer should be appointed to act as liaison officer for the whole of each area committing to a Court of Assize or Quarter Sessions, and that his duties should be, *inter alia*, to present reports to the court on the antecedents and home environment of offenders in suitable cases, to arrange for the attendance of probation officers at the court when required, to notify probation officers of persons placed on probation, and to interview probationers after the order had been made. These recommendations were considered by the Probation Advisory Council which drew up a memorandum relating to probation at Assize Courts and suggested that His Majesty's judges should be consulted. This was done and LORD HEWART, C.J., informed Sir SAMUEL HOARE that the judges were in agreement with the proposal that a liaison officer should be appointed to attend at Assize Courts, and that they would be glad to receive reports on the progress of offenders whom they had placed on probation. The Probation Advisory Committee subsequently considered what arrangements could be made to ensure the attendance of a probation officer for the purposes of liaison at every Court of Assize, and came to the conclusion that, having regard to the number of these courts and the number of different probation authorities, it was desirable that the responsibility for making the necessary arrangements should be placed in the hands of the clerks of the peace. The same need for the services of a probation officer, it is stated, arises at Courts of Quarter Sessions, and here, again, the committee concluded that the responsibility for the organisation of the service could best be undertaken by the clerk of the peace.

The Appointees.

THE Home Secretary concurs in this opinion, and expresses the earnest hope that Clerks of the Peace may be willing to make the necessary arrangements in respect both of the Assize Courts and Courts of Quarter Sessions. It is suggested that where any Quarter Sessions borough forms part of a combined probation area and the Clerk of the Peace of the county is secretary of the Probation Committee for the combined area, it will probably be desirable that he should make the arrangements in consultation with the Clerk of the Peace for the borough. In counties in which the petty sessional divisions have not been combined for probation purposes, the Clerk of the Peace may think it desirable to consult the Probation Committees on the subject, while in any Quarter Sessions borough which is a single area for probation

purposes, the Clerk of the Peace may be able to make the necessary arrangements with the Probation Committee for the borough, though in some cases circumstances may make it desirable that an officer from some neighbouring area should be appointed liason officer at Quarter Sessions. It is suggested that in the last case the Clerk of the Peace of the borough may find it desirable to consult the Clerk of the Peace of the county on the subject. Stress is laid upon the qualities required in the appointees, and the Home Secretary intimates that he would regret the automatic appointment of the probation officer for the immediate area in which the court sits. The liaison officer will not, it is said, usually be required to undertake the personal supervision of all probationers from Assizes and Quarter Sessions, and his qualities as a supervising officer are therefore not in this case the first consideration. The officer selected should, on the other hand, be a person of administrative capacity, whose judgment and capabilities will command the respect of the court, and one who is able to carry out what will sometimes be delicate duties in harmonious co-operation with his colleagues. The practical aspect of the matter is further dealt with in the circular to which reference must be directed for more detailed particulars.

Police Patrols in London.

THE comparatively disappointing results in the Metropolitan Police District of the experiment instituted by the Home Office of training and allotting motor patrols for the reduction of road accidents and the improvement of the standard of driving and conduct on the roads are indicated in a recently issued statement of Sir PHILIP GAME, the Commissioner of Police for the Metropolis In the district in question, however, the additional patrols it was found possible to provide amounted only to a very small increase in the existing number Spread over the 700 square miles of the district, it is intimated, the effect of them would have been almost impossible to judge, and it was therefore decided to concentrate them on a few main roads, mostly not subject to the thirty-miles-an-hour speed limit. It was decided, moreover, to use motor cycles instead of cars in an attempt to ascertain whether the advantages of cycles, such as economy in man power, mobility in traffic, and easy recognition, outweighed the disadvantages of proneness to accidents and curtailment of activity in bad weather compared with cars. The results in the whole of the Metropolitan Police District in 1938, compared with 1937, were a reduction of ninety-nine fatalities, ninety-eight persons seriously injured, and of 347 persons slightly injured. The foregoing represent percentage reductions of 9·4, 1·7 and 0·7 respectively. If accidents not due to collisions between road users, such as skidding on tramlines or hitting kerbs or refuges, are ruled out, the results show a decrease of 1·9 per cent., compared with 1·8 per cent., for all accidents.

Persuasion or Prosecution.

THE foregoing results, disappointing as they are, have been achieved concurrently with a remarkable drop in the number of prosecutions. The percentage reduction in 1938 compared with 1937 in prosecutions for exceeding the speed limit was 21·5, that for obstruction was 4·8, while prosecutions for dangerous and careless driving exhibit a decrease of 10·8 per cent. The hope is expressed that the last-named figure points not only to a decrease in dangerous driving, but also to more successful attempts on the part of the police to eradicate the offence—a work in which they undoubtedly have the support and sympathy of the motoring public generally. "The results of both the experimental work and the general policy," Sir PHILIP GAME states, "are admittedly disappointing, but nevertheless afford some justification for hoping that a really material reduction in the accident rate is possible of achievement if every road user, whether for the time being a motorist, cyclist or pedestrian, will both practise and preach the Highway Code." The results capable of being achieved by a more extensive use of the means in question are indicated by the success of the experiment in Lancashire to which allusion has already been made in these columns, and it may be hoped that these results will be considered to justify their fuller adoption throughout the country. When it is recalled that 6,595 persons were killed and 226,854 were injured on the roads in 1938, and that both these figures are greater (by five and 499 respectively) than those for the previous year notwithstanding the success of the Lancashire experiment, the need for more extensive measures being taken for the protection of the public need not be emphasised.

Assessment of Sewage Disposal Works.

A MATTER of considerable general importance was raised at a meeting attended by representatives of over forty local authorities at Leeds recently at the invitation of the Mexborough Urban Council, to consider the assessment of sewage disposal works in the area. According to the *Yorkshire Post*, to which we desire to express our indebtedness for the information, a resolution was passed by a large majority expressing the view that the method of arriving at the assessment of such works by taking the effective capital value as the basis was causing, or was likely to cause, serious hardship and might tend to act as a deterrent in the provision and maintenance of one of the most important public health services. It was suggested that a more equitable method would be one based on the population served, and a deputation was appointed to interview the County Valuation Committee. One speaker urged that since 1925 the proportion of rates paid by what might be called small properties had greatly increased chiefly owing to de-rating and the revision of the assessment of railways He thought that the rate-paying ability of ordinary ratepayers and the collecting ability of rating authorities had been taxed to the utmost limit, and that any further burden placed on the ordinary small ratepayer would cause the inevitable collapse of the whole system of rating law as we know it at present. Another speaker who supported only that part of the resolution which suggested that a deputation be sent to the County Valuation Committee, intimated that if the authorities in question were dissatisfied they could go to quarter sessions and get a ruling on the law.

Jury Service.

COMPLAINTS are occasionally heard concerning the hardship involved in rendering jury service and it can scarcely be denied that the obligation may give rise in some circumstances to cases of genuine difficulty. A writer to *The Times* recently pointed out that the jury qualification is still governed by the Juries Act, 1825, and that thereunder all occupiers of houses of £30 rateable value in Middlesex and £20 elsewhere are liable to jury service. The same writer recalls the provision that occupiers of houses containing not less than fifteen windows are also qualified. Under conditions obtaining upwards of a century ago, very few working men would have been liable, but it is pointed out that of late years rents and, consequently, rateable values, have largely increased, with the result that many of the working class have become liable for jury service. The writer urges that it was never intended that persons of the working class, whose pay depended on the hours they were able to work by their own efforts alone, should be forced to attend on juries and lose their means of livelihood. Great changes, the writer says, have taken place and the time has surely come when a committee should be appointed to inquire into the question of liability to serve on juries and to make recommendations for an amending Act. It may, perhaps, be doubted whether the position could be materially improved by amending legislation. The hard cases which do undoubtedly arise at times appear to be rather of the nature of isolated instances and not readily susceptible to classification appropriate to a statute.

An Unwilling Juror.

THAT cases of hardship are not confined to members of the working class may, perhaps, be illustrated from the case of *Bardell* v. *Pickwick*. A chemist, it will be recalled, "a tall, thin, yellow-visaged man," one whose attendance was required owing to the absence of a special juryman, asked to be excused. "'On what grounds, sir?' said Mr. Justice Stareleigh. 'I have no assistant, my Lord,' said the chemist. 'I can't help that, sir,' replied Mr. Justice Stareleigh. 'You should hire one.' 'I can't afford it, my Lord,' rejoined the chemist. 'Then you ought to be able to afford it sir,' said the judge, reddening; for Mr. Justice Stareleigh's temper bordered on the irritable and brooked not contradiction. 'I know I ought to do, if I got on as well as I deserved; but I don't, my Lord,' answered the chemist. 'Swear the gentleman,' said the judge, peremptorily. The officer got no further than the 'You shall well and truly try,' when he was again interrupted by the chemist. 'I am to be sworn, my Lord, am I?' said the chemist. 'Certainly, sir,' replied the testy little judge. 'Very well, my Lord,' replied the chemist, in a resigned manner. 'Then there'll be murder before this trial's over, that's all. Swear me if you please sir;' and sworn the chemist was, before the judge could find words to utter. 'I merely wished to observe, my Lord,' said the chemist, taking his seat with great deliberation, 'that I've left nobody but an errand boy in my shop. He is a very nice boy, my Lord, but he is not acquainted with drugs; and I know that the prevailing impression on his mind is, that Epsom salts means oxalic acid; and syrup of senna, laudanum. That's all, my Lord.'" "With this," the narrative continues, "the tall chemist composed himself into a comfortable attitude, and, assuming a pleasant expression of countenance, appeared to have prepared himself for the worst."

Housing Acts: Interest on Loans.

ATTENTION may be drawn to the fact that the Treasury has directed that the rate of interest to be charged on loans, secured on local rates, made on and after 2nd January, 1939, from the Local Loans Fund to local authorities for any purposes of the Housing Acts, 1926 to 1938, and the Small Dwellings Acquisition Acts, 1899 to 1923, shall be 3¾ per cent., instead of 3⅞ per cent. Local authorities have been notified to this effect by a circular (No. 1766), which also contains a reminder that by virtue of ss. 37 (3) and 92 (2) of the Housing Act, 1935, the rate of interest on (*a*) loans made by local authorities under the provisions of s. 2 of the Housing (Rural Workers) Act, 1926, and (*b*) advances made by local authorities under the provisions of the Small Dwellings Acquisition Acts is fixed at a rate of ¼ per cent. in excess of the rate of interest which, one month before the date on which the terms of the loan or advance are settled, was the rate fixed by the Treasury in respect of loans from the Local Loans Fund to local authorities for housing purposes. The circular from which the foregoing information has been derived is published by H.M. Stationery Office, price 1d. net.

Recent Decisions.

IN *London County Council* v. *Lees; Same* v. *Iafrate* (*The Times*, 20th January), a Divisional Court (LORD HEWART, C.J., and CHARLES and SINGLETON, JJ.) dismissed appeals from two decisions of a Metropolitan Magistrate dismissing informations alleging that the Shops (Sunday Trading Restriction) Act, 1936, had been infringed.

In *Ullstrom* v. *Naar and Others* (*The Times*, 20th January), ASQUITH, J., gave judgment for the plaintiff who alleged that he had been the victim of a share-pushing transaction and had been defrauded out of some £10,000.

In *Beaumont-Thomas* v. *Blue Star Line, Ltd.* (*The Times*, 21st January), LORD HEWART, C.J., gave judgment for the plaintiff for £6,000 damages, including £1,000 special damages, in an action arising out of personal injuries sustained by the plaintiff when on a cruise by slipping on a wet floor. The jury had returned a verdict for the amount named but his lordship had deferred entering judgment pending legal arguments concerning the conditions printed on the back of the plaintiff's ticket.

In *Owners of SS. Maisol* v. *Exportles, Ltd.* (p. 73 of this issue), the Court of Appeal (SLESSER, CLAUSON and DU PARCQ, L.JJ.) upheld a decision of GODDARD, J., affirming an award in the form of a special case in an arbitration between shipowners and charterers. The charter-party provided that in certain events which happened, the charterers should pay to the shipowners the amount paid to underwriters for extra insurance in the case of a vessel "loading in October" and the court negatived the shipowners' contention that the expression "loading in October" was to be construed as "intended to load in October," and not as meaning "actually loading in October."

In *Warner* v. *Elizabeth Arden, Ltd.* (*The Times*, 24th January), WROTTESLEY, J., negatived the plaintiff's claim for damages for alleged negligence in the custody of a pearl necklace valued at £3,500 which she said she had lost during a visit to the defendants' premises.

In *Rex* v. *Taylor* (*The Times*, 24th January), the Court of Criminal Appeal increased to three years' penal servitude a sentence of eighteen months' imprisonment passed at the Central Criminal Court on the appellant who had pleaded "guilty" to wounding a relieving officer of the London County Council with intent to do him grievous bodily harm.

In *Rex* v. *Weston-super-Mare Licensing Justices: ex parte Powell* (p. 73 of this issue), the Court of Appeal (SLESSER, CLAUSON and DU PARCQ, L.JJ.) reversed a decision of a Divisional Court (LORD HEWART, C.J., and CHARLES and MACNAGHTEN, JJ.) and held that it was competent for licensing justices to give their consent on an application under s. 71 of the Licensing (Consolidation) Act, 1910, to alterations to licensed premises involving the incorporation of adjoining unlicensed premises, once they had come to the conclusion that the proposed alteration would bring the altered premises within the ambit of the existing licence (see *Reg.* v. *Raffles*, 1 Q.B.D. 207). *Rex* v. *Isle of Wight Justices* (unreported) distinguished.

In *Quebec Salvage and Wrecking Co.* v. *Owners of S.S. Kyno* (*The Times*, 24th January), WROTTESLEY, J., held that in the circumstances a clause which had been added to a Lloyd's salvage agreement had been deliberately excluded at a subsequent stage, and that the appeal arbitrator had therefore merely to find what was the proper sum to be paid for the salvage services rendered and accepted on the principle of "No cure, no pay." The appeal was accordingly allowed.

In *Cotton* v. *Treissman* (*The Times*, 25th January), GREAVES-LORD, J., negatived the plaintiff's claim for damages for personal injuries alleged to have been sustained as a result of a house surgeon's negligence, on the ground that the plaintiff had failed to prove that there had been any negligence on the part of the defendant.

In *Square* v. *Model Farm Dairies* (*Bournemouth*), *Ltd.* (*The Times*, 25th January), the Court of Appeal (SLESSER, CLAUSON and DU PARCQ, L.JJ.) held that a householder and members of his household were not entitled, on the footing of breach of the statutory obligations imposed by s. 2 (1) of the Food and Drugs (Adulteration) Act, 1928, to damages for personal injuries sustained as the result of supply of infected milk, in that the duty or right contemplated in the foregoing sub-section was to be found in the Sale of Goods Act, 1893, under which the plaintiff had recovered damages in a former action. Decision of LEWIS, J. (82 SOL. J. 548) reversed on this point. Leave to appeal to the House of Lords was granted.

Criminal Justice Bill.

By FREDERICK MEAD
(*late Metropolitan Police Magistrate*).

QUITE apart from the main objects of the Bill, there are comparatively minor points in its construction which require consideration. To begin with a triviality, it is vexing to a purist to be faced with such a solecism as "local authority *who*" (cl. 3 (2) (*b*)), but he may be somewhat consoled to find that later "court" is correctly, if inconsistently, treated as a neuter noun. To pass to something more important, the treatment of age qualifications causes perplexity. In cls. 27, 28, 29, 30, 31 and 34, the standard of age would seem to be physical appearance solely, for the expression "appears to the court" cannot mean that which appears in the ordinary way of evidence, because in cls. 10, 12 and 14 the fact of age is directly stated, without the intervention of "appears," a course which would not have been taken, unless a distinction was intended. Of course, appearance is an element in proof of age and may be conclusive, for a court would be justified in finding a baby in arms to be under sixteen years of age, but the effect of the first quoted clauses is that all evidence, exclusive of ocular appearance, must be rejected, so that, if a person is proved by the clearest evidence to be eighteen, but his appearance is that of a boy under sixteen, the court is bound so to treat him.

Possibly there may be some explanation of this apparent anomaly, but none is apparent.

It is satisfactory that under cl. 18, when a probation order is made, there is no necessity for the futility of recognizances, and it is to be regretted that offenders under cl. 17 cannot be discharged upon condition of being of good behaviour without the necessity of recognizances. It seems a farce, for instance, for a boy, of say ten, to be made to acknowledge that he "owes the sovereign lord the king the sum of £10, the condition, &c." Recognizances is a contract, so that no minor could be bound by it, unless the replication of "necessaries" could be maintained. Apart from children, many adults are entirely ignorant of the significance of the rite, generally administered in quite a perfunctory manner. As a matter of fact, no one troubles to enforce such recognizances, so that they are seldom forfeited upon breach of the condition.

The provision (33 (3)) whereby the power of a court, to qualify a sentence of imprisonment, by naming the division, is to cease, is to be welcomed, for the extraordinary diversity of views of judges and magistrates as to the propriety of "2nd division," led to grave inequality.

A defect in many modern Acts of Parliament, is the enactment of too finical directions to capable people as to their legislative duties, when details might very well be left to their discretion. An instance of this is the vague proviso in cl. 18, that the explanation to the offender must be in "ordinary language." If the chairman of a bench has not the good sense, in such a case, of his own volition, to use appropriate words, no direction in the Bill would supply it, for he would probably be more embarrassed than assisted by so loose a verbal proviso. Clause 18 (2) is another instance of superseded discretion. It is there provided that the acting probation officer should be that of the petty sessional division where the probationer will reside. In many cases, it might be more convenient for the probation officer attached to the court of hearing to act, as, for instance, he may be nearer the probationer's residence than the probation officer directed to be employed. There might be other circumstances, too, which might properly guide a court in such an appointment.

In the same paragraph the power of the court to insert in the order the provisions which it may think appropriate, is crippled by the limitation "as to residence, abstinence from intoxicating liquor and other matters, etc." "Other matters" being limited by the *ejusdem generis* principle, the court would not have the full discretion desirable in making conditions.

As to the sex of the probation officers (2 (1) (*a*)), it is provided that there shall be at least one man and one woman in each area, but this equal treatment of the sexes is not afterwards followed, for (4 (2)) provides that where a woman or girl is placed under the supervision of a probation officer, that person shall be a woman, but one looks in vain for the converse. Except in the case of boys, say, under the age of ten, the tutelage of a woman must be as inappropriate as that forbidden by the Bill. A woman cannot be expected to know the mentality and the habits of members of the other sex, and the temptations to which they may be subject. For a woman to have to supervise the conduct, for instance, of a budding hooligan of nearly seventeen years of age, seems absurd, yet that is a possibility which the Bill seems to contemplate.

The proviso to (6 (1)) raises a question of grave concern. The scheme of the Bill is that the probation committee of the justices shall pay the salaries of the probation officers and other expenses from the funds of the "local authority," a body which is defined by the Bill (78 (1)).

With reference to this financial arrangement, the proviso enacts that the Secretary of State may, if he is satisfied that a probation committee is not efficiently performing its functions or has unreasonably incurred expenses in this respect, direct that the local authority shall be relieved of liability to defray the expenses of the probation committee, to the extent specified in the direction of the Secretary of State. It is certainly unusual in an Act of Parliament to anticipate dereliction of duty by persons of position, but in this case there is to be the unconstitutional course of an executive minister of State sitting in judgment on the conduct of a judicial body. However that may be, the remedy is crude and incomplete. First of all, it seems that it is the committee as a body, which is to be impeached, although it is possible that there might be a large minority objecting to the alleged misconduct. The superficial interpretation of the proviso, at any rate, seems to be that a Secretary of State can give effect to his unfavourable opinion of the conduct of a committee in a summary and autocratic manner, there being no suggestion even of any tribunal, before which the committee could make its defence. The clause is silent, too, as to what should be the effect of the local authority failing to defray. Will the probation officers be deprived of their pay and other creditors be unsatisfied or is it intended to surcharge the delinquents so that they may supply the deficiency of funds? Even if there should be no pecuniary liability on the part of the members of the committee, there would be a natural desire to vindicate themselves from an unjust accusation. It is doubtful, too, whether, under cl. 8, rules could be made constituting an appropriate tribunal.

To come now to the merits of the Bill, its scope is so far-reaching, comprising as it does seventy-six pages, that it cannot be dealt with in a single article. The new institutions of remand centres, state remand homes, compulsory attendance centres, both adult and juvenile, and Howard houses, all invite consideration as well as the novel treatment of accused persons in the above institutions, not to mention corrective training and preventive detention.

It is therefore now proposed to deal only with that part of the Bill described as "Special methods of dealing with adolescent offenders" (cl. 27).

The effect seems to be that courts, other than summary, may not sentence an offender to imprisonment if he should appear to be under sixteen years of age, and this prohibition is extended to seventeen unless the offender is unruly or depraved. The restriction upon courts of summary jurisdiction extends to all persons appearing to be under twenty-one but there is the qualification that imprisonment may be inflicted in default of other appropriate methods of dealing

with the offender, but this exception may be abolished at any time by an order in Council, by means of which also, imprisonment in default of payment of a fine, may also be so abolished. Unfortunately, as corporal punishment is to cease under the Bill, there is no substituted punishment for imprisonment, for the promoters of the Bill would disclaim that either compulsory attendance centres or Howard houses are to be punitive institutions.

With regard to this subject it must be recognised that proportionately, the young contribute far more crime than that perpetrated by their elders, and as mischievous acts by minors may cause the most direful calamities, it is right that society should be protected by effective safeguards. As to appropriate safeguards, there is a serious difference of opinion. In the report of the committee appointed to consider corporal punishment, it is laid down that " the needs of the individual offender must be the first consideration and a purely deterrent penalty should be applied only if it is considered to be the most appropriate treatment for the offender himself."

This principle of the interests of society being subordinate to considerations of the welfare of the offender seems to have been adopted in the Bill, the expectation being that with an army of probation officers and the new corrective institutions, the greater number of offenders will be reformed and thus they will become reputable members of society.

The contrary view is that, even if such leniency is attended with the most brilliant success, many, who would otherwise remain guiltless, will be tempted—there being no deterrent punishment—to commit crime, realizing that, even if discovered, they will be tenderly treated, and may even have advantages, denied to the innocent.

In support of the latter contention, the following extracts from a letter of Sir Arthur Greer, to *The Times* may well be quoted: " The aim of punishment is not merely to deter the criminal who has been brought to justice from repeating his criminal acts, but to deter others who might feel inclined to similar criminal acts from the temptation to engage in them . . . To deter the criminal who is, in fact, brought to justice from repeating his offence is a secondary consideration, and to bring about his reform and make him an honest citizen again is also a less important consideration."

Costs.

TRUSTEE COSTS.

THE solicitors' costs which trustees may be entitled to charge against the funds of the estate which they are administering will depend to a large extent on the capacity in which they are acting, and the reason for their appointment. This is an aspect of the matter to which we will give greater consideration later, but in the meantime it may serve a useful purpose if we consider for a moment the general position of trustees in relation to solicitors' charges.

We find that the general authority to trustees to employ a solicitor is contained in s. 23 (1), Trustee Act, 1925, which states briefly that trustees or personal representatives may, instead of acting personally, employ and pay an agent which term shall include a solicitor, to transact any business or to do any act required to be transacted or done in the execution of the trust, and shall be entitled to be allowed and paid all charges and expenses incurred. As Maugham, J., observed in the case of *Vickery* v. *Stephens* [1931] 1 Ch. 941, it is hardly too much to say that this section revolutionises the position of a trustee or an executor so far as regards the employment of agents. " He is no longer required to do any actual work himself, but he may employ a solicitor or other agent to do it, whether there is any real necessity for the employment or not."

This is the position then so far as a lay trustee is concerned, and it seems quite clear that he may now sit back and do absolutely nothing at all in the execution of the trust duties, except to instruct his solicitor or other agent.

It need hardly be observed that there is nothing in the section which in any sense alters the principle that the trustee must act reasonably in the execution of his duties, and the bringing, for example, of a frivolous action in connection with the trust property or funds might involve him in a liability for the solicitors' costs.

We have been dealing here with the case of a lay trustee, but what of the position of a trustee who is himself a solicitor? Quite clearly, if he cares to do so a solicitor who is a trustee may instruct a brother solicitor to do the work of the trust, although he might very well do such work himself, even if it was of a professional nature.

The position might, of course, be altered if the instrument creating the trust provided the trustee with remuneration and made it a condition of his acceptance of the office that he should perform the duties personally. Even then there might be good grounds for employing an agent and charging the estate with the cost thereof if the work to be performed was outside the scope of the trustee's professional activities as, for example, where a qualified accountant was so employed and part of the duties involved the preparation of leases of trust property.

Subject to this, it is equally clear that there is nothing in the 1925 Act to suggest that the principle formerly laid down with regard to a trustee deriving profit from his office has been altered in any way. This principle is succinctly stated by Lord Cranworth in the old case of *Broughton* v. *Broughton*, 5 De G.M. & G. 164, where he says that the rule is that " no one who has a duty to perform shall place himself in a situation to have his interests conflicting with that duty; and a case for the application of the rule is that of a trustee himself doing acts which he might employ others to perform, and taking payment in some way for doing them."

In short, notwithstanding s. 23 (1), Trustee Act, 1925, a solicitor trustee cannot regard himself as being two separate and distinct entities so that he, as trustee, may instruct himself as solicitor, and make a charge for the services rendered in the latter capacity.

Nor can the issue be avoided by the simple expedient of instructing the firm of which he may be a partner to perform the professional work, so that he indirectly receives some part of the profit charges by way of a share in the partnership profits, see *Christophers* v. *White*, 10 Beav. 523, although there is nothing to prevent his instructing his co-partners to act if there is a clear agreement between them that the trustee shall not share with his partners any part of the profit costs resulting from the business. Reference may also be made to the more recent case of *In re Gates* (1933), L.T. Jo. 477, where it was decided that the firm of which a solicitor-trustee was a partner was, by virtue of the above rule, precluded from charging for the work done in respect of the trust.

In effect, therefore, the solicitor-trustee may not share directly or indirectly in the profit charges arising from professional work performed in relation to the trust, and this principle extends even to the profit charges which the solicitor-trustee or his partner may receive from third parties as, for example, where the solicitor-trustee leases part of the trust property, and recovers from the lessee his professional charges for so doing, see *In re Corsellis, Lawton* v. *Elwes*, 34 C.D. 675. In such a case, the solicitor or firm must account to the estate for the whole amount of the profit charges so received.

This last-mentioned case is an interesting one, for it follows in part, an old decision which provided one exception to this rule, namely, the decision in the case of *Cradock* v. *Piper*, 1 Mac. & G. 664, in which it was held that where the solicitor-trustee acts for himself *and* a co-trustee then he may charge the estate with his profit charges for so acting on the principle that it is not part of his duty as trustee to act for a co-trustee.

The decision in *Cradock* v. *Piper* was questioned in several later cases, but was not over-ruled. In that case the costs in question related to an action but the *Corsellis Case* extended the exception to the rule to cases where the solicitor-trustee acts for himself and his co-trustee in non-contentious matters. Notwithstanding this exception, it must be noticed that the profit charges must not be increased by reason of the fact that the solicitor-trustee is a party in the action or matter.

Company Law and Practice.

Restoration of a Company's Name to the Register.

A RECENT discussion in the company's court on this operation has quite possibly led to a new practice being adopted in cases where a creditor seeks to have a company registered after it has been dissolved by the registrar under s. 295 of the Companies Act. That section is a somewhat peculiar section: first of all the registrar, if he has reasonable cause to believe that a company is not carrying on business or in operation, may write and inquire whether or not that is the case. If within a month he gets no answer, within a further fourteen days he writes a registered letter referring to his previous letter stating he has received no answer and that if he does not get an answer within one month to his second letter, he may publish and send to the company a notice that unless cause is shown, the company will be dissolved at the end of a month after the publication of the notice. He can also publish and send to the company a notice of that kind where he has reason to believe that no liquidator is acting in the case of a company which is being wound up. If at the end of the month no cause is shown to the contrary, the registrar may strike the company's name off the register, and shall publish notice thereof in the *Gazette*, whereupon it shall be dissolved.

The section further provides that such dissolution shall not affect the liability of any director, manager or member, and also that a company which has been so dissolved may, nevertheless, be wound up by the court. That curious proceeding of winding up a company already dissolved was the proper remedy before the Act of 1900, for a creditor who felt aggrieved by such a dissolution of the company. Under the present Act, however, he has an alternative remedy open to him for the section further provides that: "If a company or any creditor or member thereof feels aggrieved by the company having been struck off the register, the court on an application made by the company or member or creditor before the expiration of twenty years from the publication in the *Gazette* of the notice aforesaid, may, if satisfied that the company was at the time of the striking off, carrying on business or in operation or that it is just that the company be restored to the register," order that it shall be restored, whereupon the company shall be deemed never to have been struck off.

This provision, as will be seen at once, is of a somewhat extraordinary nature, for it is not easy to see how a dissolved company can petition to the court or who would pay the costs if such application was refused, and it was argued in the case of *Re Conrad Hall* [1916] W.N. 275, that the company could only petition during the period (if any) between the striking off and the dissolution, i.e., the publication in the *Gazette*. That contention was not acceded to by Astbury, J., who, as the registrar did not oppose, made the order asked for. The registrar did not oppose in that case subject to the general manager of the company being joined as co-petitioner, so as to be responsible for costs, and it is now the usual practice, where the company applies, for some individual about whose existence there can be no doubt to be joined as a co-petitioner. No doubt that practice would almost invariably be adhered to, but it should be noted that the section gives the court power to make the order where the dissolved company is the sole petitioner and it may be possible to envisage circumstances in which such an order would be made.

This point, though similar to the one debated in the discussion referred to above and giving rise to similar scope for quasi-metaphysical argument is not the one which was in fact there discussed. The question then in issue was what the position was where a creditor of the dissolved company is the person who is making that application.

In such a case the present practice is, as laid down in *Re Brown Bayly's Steel Works*, 21 T.L.R., 374, to make the order upon the terms of all overdue returns under ss. 108, 110, and otherwise being made and the costs of the registrar being paid. In order that an undertaking to make these returns should be made the registrar in this case requires the company to be made a party to the petition.

For example, in *Re Walter Wright Ltd.* [1923] W.N. 128, the company had in that case been struck off the register under s. 242 of the Act of 1908 for failure to give notice of change of address of the company's registered office. The petition was presented by two shareholders and the only respondent was the Registrar of Companies. Counsel appearing on behalf of the Registrar took the objection that the company ought to be a co-petitioner in order to give the usual undertaking to make the returns required by the Board of Trade, and stated that Astbury, J., had in two cases similar to the present case directed that the petition should be amended by joining the company for that purpose. P. O. Lawrence, J., in that case followed that practice.

In the recent case above referred to, which was before Simonds, J., the process of winding up a company which had been in progress for a considerable time appeared to have been very nearly fully completed and no steps were taken to prevent it when the Registrar took the necessary steps to have the company struck off the register. Within twenty years from such striking off a substantial amount of assets of the company had fallen in which would, had the company not been restored, have continued to be *bona vacantia*. In these circumstances a number of creditors desired to have the company restored and a petition was presented applying for an order to that effect. Notwithstanding *Re Walter Wright Ltd.*, the petition was by a creditor alone and the company was not made a co-petitioner. On its coming before the judge the same objection was taken as was taken in *Re Walter Wright Ltd.* on behalf of the Registrar of Companies, but in reply thereto it was argued on behalf of the petitioning creditor that he had no possible authority for using the name of the company which had been dissolved. In anticipation of the objection by the Registrar a letter had been written on behalf of the petitioning creditor to the Official Receiver in Companies Winding Up asking him as liquidator to authorise the use of the company's name in such a way. He had replied that he was not in a position to do so, for the company then having been dissolved he had ceased to be its liquidator, and even if he had continued to be the liquidator the consent of the court or of the committee of inspection was necessary before he could institute any proceedings on behalf of the company. He was not in a position to obtain the former and the committee of inspection had disappeared many years ago. For those reasons it was argued that there could be no one in existence who could authorise the use of the company's name as petitioner for its restoration to the register, and that therefore the demand of the Registrar should not be complied with. Counsel for the Registrar admitted that there was a good deal to be said for that point of view, but he pointed out that the practice above referred to had been followed for some considerable time, and that it was very desirable that the company should appear in order to give the necessary undertakings and this was eventually provided for, with the approval of the learned judge, by

amending the petition by making the company a respondent to the petition instead of as petitioner.

In this way the requirements of the Registrar that the company, in the moment of its re-emergence from the circumambient air like the Cheshire cat, shall be before the court are fulfilled and the proceedings are of a slightly less illogical nature. The practical effect of such a step is, however, slight, and, of course, in a petition for restoration by the company alone which, as has been pointed out above, is a proceeding expressly authorised by the section the practice could not be followed. It may be that where that particular form of proceeding can properly be adopted the proper course is for the former directors of the company to authorise the bringing of the petition by a resolution of what was formerly the board of the company if any members thereof can be found and if the petition is successful such resolution would be validated for by sub-s. (6) of s. 295 on restoration "the company shall be deemed to have continued in existence as if its name had not been struck off." This suggestion, however, does not deal with what the position would be if the petition was unsuccessful.

A Conveyancer's Diary.

General and Special Powers of Appointment. Where Consent required to Exercise.

THE question whether a power of appointment is general or special is of considerable importance, inasmuch as in the case of special powers the appointment must be read into the instrument creating it and treated as part of that instrument and will be void if the provisions of the appointment would have offended against the perpetuity rule had those provisions been made in the instrument creating the power. That is not so in the case of general powers.

The question whether a power is general or special is always one of construction, and the particular point upon which I wish to dwell this week is the effect of making a power exercisable only with the consent of some person. The most recent case on this point appears to me to conflict with earlier authorities by which I thought it had been settled.

The first case to which I call attention is *Re Dilke* [1921] 1 Ch. 34.

Under a settlement, a power of appointment, which was in terms general, over the settlement funds was, in the events which happened, conferred upon C.D., the tenant for life, who at the date of the settlement was a person of unsound mind, not so found by inquisition. The power was to be exercised with the consent and concurrence of the settlement trustees (not being less than three) or of a majority of them. C.D. having recovered and being no longer subject to lunacy jurisdiction, by deed made between himself of the one part and three of the four settlement trustees of the other part, with the consent and concurrence of the three trustees parties thereto, appointed that the settlement trustees should after his death stand possessed of the trust funds in trust for such person or persons and purposes as he should by will or codicil appoint. By a subsequent codicil referring to the power he appointed the settlement funds as therein mentioned.

It was held by the Court of Appeal (confirming the decision of Peterson, J.) that on the true construction of the power the trustees were not required to approve of the persons who were to benefit under the exercise of the power or of the extent to which they were to benefit, but that the exercise of the power was merely made conditional upon the consent and concurrence therein of the trustees and that the deed in which the three trustees joined was a valid exercise of the power. The power was, therefore, a general power not a special power. The trustees or a majority of them had merely to do a ministerial act, namely, consent to the power being exercised, and had no right of selecting or approving of the persons to whom the donee elected to appoint.

Another case is *Re Phillips* [1931] 1 Ch. 347. In that case, under a settlement, a fund was given to such persons after the death of A as he should with the consent of the trustees appoint by deed. The point there was that if the power were general the fund was made liable for the donee's debts.

Maugham, J., after an exhaustive consideration of the authorities, said: "My view is that the trustees in such a case have, it is true, a power of veto to the exercise of the power, but they are not persons in whom the discretion as to the objects of the power is reposed; they have no duty to select, and they are entitled, if they think fit, to assent to the exercise of the power by the donee of it, leaving him the free exercise of the power which had been reposed in him. . . . When once the conclusion is arrived at that the trustees are not bound to exercise their own discretion as to the persons to be benefited by the exercise of the power, I think it necessarily follows that the equity of the creditors is as strong as if it were an unfettered general power which the donee could exercise without consent."

The latest case, the decision in which I find hard to reconcile with those authorities, is *Re Watts* [1932] 2 Ch. 302.

The facts there were that a marriage settlement, dated in 1904, contained a clause empowering the settlor (the wife) at any time during the life of her mother by deed to revoke (with the consent of her mother) the trusts declared by the settlement and to appoint and declare (with the consent of her mother) any new or other trusts, powers and provisions concerning the premises to which such revocation should extend. By a deed dated in 1913 the settlor, with the consent of her mother, exercised the power of revocation and new appointment in such a manner that after her death in 1928 the question arose whether certain trusts declared by the deed were valid, their validity depending upon the decision of the court of the question whether the power of revocation and new appointment was a general or a special power. Bennett, J., held that the power was a special power, with the result that the trusts declared by the deed of revocation and new appointment were void as offending the rule against perpetuities.

His lordship distinguished the other cases to which I have referred on the ground that the power was contained in a marriage settlement and was restricted in point of time to the lifetime of the donee's mother.

I confess that I am unable to see why the facts that the power was contained in a marriage settlement and restricted in point of time to the lifetime of the donee's mother make any difference. There was nothing in the power which gave any right of selection to the mother. However, the question is one of construction and the learned judge felt himself justified in being swayed in his judgment by the facts to which I have referred.

Reversionary Leases.

In another column appears a letter from Mr. E. O. Walford regarding my recent article on this subject. The construction which Mr. Walford places upon s. 149 (3) of the L.P.A., 1925, is not, I think, that generally thought to be right, and as it seems to me certainly not what was intended. However, on reading the subsection again I see that, upon the strict wording of it he is correct in what he says, although it leads to some queer results.

With regard to the question which he propounds, I find it difficult to see what there is in the subsection to prohibit the granting of successive rights of renewal, each being for less than sixty years, but in the aggregate amounting to more. But I think that the court would unwillingly decide that the intention of the subsection could be circumvented in that way.

Landlord and Tenant Notebook.

Modified Yearly Tenancies.

EVERY now and then a court of law finds itself called upon to decide a question arising out of an agreement to let premises at an annual rent with an express but not explicit special provision making the tenancy determinable by notice other than the usual six months' notice. Every time this happens, there is one authority more to be cited and either followed, distinguished or applied. The most recent addition to the list is *Wembley Corporation* v. *Sherren* (1938), 83 SOL. J. 34, before discussing which I may usefully refer to some, if not all, of the leading cases on the subject.

The decision of Lord Mansfield, C.J., in *Doe d. Pitcher* v. *Donovan* (1809), 1 Taunt. 555, is, generally speaking, the oldest of those commonly cited on these occasions. The facts were that premises on Ludgate Hill were let from Michaelmas, 1802, by the lessor of the plaintiff, at a rent of £50 a year, to quit at a quarter's notice. The tenant sub-let them to the defendant, apparently on corresponding terms. At Lady Day, 1808, the tenant gave notice of his intention to quit to Pitcher, and notice to quit to the defendant, both expiring at Midsummer. It was contended that the agreed period could expire at Michaelmas only, and the learned judge held as follows: "As there is no satisfactory explanation that this contract for a quarter's warning had any other meaning than that which the law gives it, we think it better to hold (and, clearly, it is the most rational interpretation) that the notice to quit was intended to expire at the end of the year."

Then, in *Kemp* v. *Derrett* (1814), 3 Camp. 510, a claim for double rent of part of the Angel Inn, Islington, it appeared that the agreement provided that the defendant "was always to be subject to quit at three months' notice." The term had commenced on a 29th October, and the notice given by the plaintiff had expired at Christmas, 1813. Lord Ellenborough held that the holding was indeed not from year to year, but from three months to three months; this, however, implied that notice must expire either on the 29th January, the 29th April, the 29th July, or the 29th October, so the action was dismissed.

The next authority which can usefully be mentioned is *Doe d. King* v. *Grafton* (1852), 18 Q.B. 496, in which the point was gone into with some thoroughness. Premises in Chancery Lane had been let by a widow to a philosophical instrument maker at a yearly rent of £42, payable quarterly; the term commenced on a 19th April, and payment of an amount representing apportioned rent till the 24th June was expressly provided for. Then it was agreed "that the said G. shall and may hold and enjoy the said ground floor room at the said rent, . . . until one of the said parties shall give unto the other six months' notice in writing to quit at the expiration of such notice." On the 24th June, 1851, the landlord gave the tenant six months' notice to quit at Christmas. It was held by Campbell, C.J., that "yearly" in the agreement was but a word "of calculation," not evidencing any intention to create a yearly tenancy; *Doe d. Pitcher* v. *Donovan*, *supra*, was distinguished accordingly. Wightman, J., said that if the wording had been "at the yearly rent of £42 payable quarterly" and nothing more, a yearly tenancy would have been indicated; but what followed those words was inconsistent with a tenancy from year to year. Crompton, J., agreed that the presumption was cut down.

The next two cases which are in point raised the question indirectly. In *Re Threlfall; Ex parte Queen's Benefit Building Society* (1880), 16 Ch. D. 274, C.A., the matter in issue was whether a mortgagee to whom the mortgagor had attorned, and who was entitled to enter and take possession on three months' notice, was nevertheless entitled to distrain, when the mortgagor filed his petition, by virtue of s. 34 of the Bankruptcy Act, 1869. Cotton, L.J. observed in the course of his judgment: "I know of no law or principle to prevent two persons agreeing that a yearly tenancy may be determined on whatever notice they like" (on which I commented in last week's "Notebook"). Then in *King* v. *Eversfield* [1897] 2 Q.B. 475, C.A., a market garden tenant's right to compensation depended on his being a tenant from year to year; the agreement, made on a 22nd October, provided for a term to commence on the preceding 29th September "at the rent of £19 12s. a year payable quarterly on the four usual quarter days for the payment of rent in every year . . . and it is hereby agreed that the said tenancy may be determined by either party giving to the other three calendar months' notice to quit, or of his intention of quitting, as the case may be, on any day of the year." Lord Esher, M.R., pointed out that the latter provision might not be acted upon, and did not alter the character of the tenancy as a yearly one. A. L. Smith, L.J., said the question was whether the agreement created a quarterly tenancy at the rate of so much a year, or a tenancy from year to year with a provision for a three months' notice to quit, and considered that the latter was the true construction, citing the above-mentioned observation of Cotton, L.J.; Rigby, L.J., pointed out that the nature of the agreement contemplated cultivation on a yearly arrangement, also cited the *Re Threlfall dictum* with approval, and discounted *dicta* of Lord Campbell in *Doe d. King* v. *Grafton*, *supra*.

In the present century, we first had *Soames* v. *Nicholson* [1902] 1 K.B. 157, when a public-house was let at a yearly rent payable by equal payments on 1st May, 1st August, etc., "subject to three months' notice on either side to determine this agreement." A notice expiring on a 25th April was held valid. Then in *Dixon* v. *Bradford and District Railway Servants' Coal Supply Society* [1904] 1 K.B. 444, a house and shop were let "at an inclusive rental of £25 from October 1st 1894 . . . Three months' notice on either side to terminate this agreement." The tenants' agent wrote to the landlord on 24th September, 1902: "I beg to give you three months' notice that we shall cease the tenancy," and they left before the end of the year. The action was for a quarter's rent due the 31st March, 1903 (the rent had always been paid quarterly though the agreement said nothing about this). Allowing an appeal from the county court judgment in favour of the tenants, Lord Alverstone, C.J., considered that *Doe d. Pitcher* v. *Donovan*, *supra*, governed the situation; *Doe d. King* v. *Grafton*, *supra*, was distinguishable because in that case the agreement was to continue until either party should give a certain notice to quit.

In *Lewis* v. *Baker*, [1906] 2 K.B. 599, C.A., a public-house was let "from the 13th day of May last until such tenancy shall be determined as hereinafter mentioned at the yearly rent of £70. . . such rent to be paid by equal quarterly payments on the 13th day of August etc." and it was agreed "it shall be lawful for either of the parties to determine the tenancy hereby created by giving to the other of them three calendar months' notice in writing for that purpose." The landlord gave notice on an 11th May expiring on the 13th August of that year. The decision, both at first instance and on appeal, was that this notice was bad. "The tenancy hereby created" was a yearly tenancy: "until such tenancy shall be determined as hereinafter mentioned" merely being an inartistic way of saying: "The tenancy being determinable as hereinafter mentioned." This was quite different from saying "the said G. shall and may hold and enjoy . . . until one of the said parties shall give unto the other six calendar months' notice, etc." as was the case in *Doe d. King* v. *Grafton*, *supra*.

The above has now been distinguished in turn, in *Wembley Corporation* v. *Sherren*, *supra*, in which the defendant tenant of agricultural land held over after the expiration of a seven-year term, in 1911. The lease contained a provision entitling the lessor to determine it during the currency of the term by a month's notice if any part of the premises should be

required for any purpose other than agricultural purposes (a provision which was held to be part of the yearly tenancy created by holding over). The corporation required part of the land for public purposes and gave a notice which did not expire on the anniversary of the commencement of lease and tenancy. Finlay, J., rejected the argument to that effect, which was based largely on the fact that no time was fixed.

The distinctions drawn have sometimes been very fine, and it hardly seems possible to reconcile all the authorities. The *dictum* of Cotton, L.J., in *Re Threlfall*, in particular, seems to be based on the view that any tenancy with a rent calculated by reference to the period of a year is a yearly tenancy, and thus to conflict with the view of Campbell, C.J., in *Doe d. Pitcher* v. *Donovan*. If we bear in mind that the presumption of a yearly tenancy and its incidents, mentioned by Crompton, J., in the latter case, was instituted at a time when an overwhelming proportion of tenancies granted related to agricultural land, for which a year to year term is admirably suited, some degree of reconciliation is possible. In some of the cases the nature of the property has played some part, and while the recent decision went against the tenant farmer, a power to determine reserved by a landlord, with an indication of the limitation on its exercise, is a different thing from a provision for short notice *simpliciter*. At all events the moral is plain; economy in drafting a habendum or option to break may amount to spoiling the ship for the sake of a ha'porth of tar.

Our County Court Letter.

BRIDEGROOM'S LIABILITY FOR CHAMPAGNE BILL.

In *Tyler* v. *Simpson*, recently heard at Clerkenwell County Court, the claim was for £17 11s. 9d., as the balance of an account for wines and breakfast, supplied at the reception in Caxton Hall, following the defendant's wedding. The plaintiff's case was that he discussed the preliminary arrangements in June, 1938, and agreed to supply champagne at 12s. 6d. a bottle, provided not less than one case was consumed. The defendant did not specify any limit to the amount to be supplied, and a deposit of £7 was paid. The defendant's fiancée paid a further £12 12s. on account, and the total bill amounted to £37 3s. 9d. The defendant's case was that a dozen bottles were specified, not only as the minimum, but also as the maximim amount to be supplied. He had not raised any objection to the amount supplied, before his departure, but was not then aware of the number. The party numbered forty-eight, half of whom were men, and drank beer. Only two dozen bottles of beer were consumed, and it seemed to be unreasonable that the further supplies comprised twenty-four bottles of champagne, two and three-quarter bottles of brandy, two of whisky, two of gin, a bottle of vermouth, and two bottles of sherry. His Honour Judge Earengey observed that, although the bride and bridegroom left about 1.30 p.m., the reception had continued until 4.30 p.m. There was no evidence of any qualification of the authority given to the plaintiff to see that the guests had a good time. Judgment was given for the plaintiff for the amount claimed, with costs, payable at £5 5s. a month. It is to be noted that a liability of the above nature is usually assumed by the bride's parents. If, however, the bridegroom gives the order, he incurs personal liability, unless he contracts expressly as agent for the bride's father.

RE-MODELLING OF FUR COAT.

In *Norman Hartnell Limited* v. *Marks*, recently heard at Westminster County Court, the claim was for £47 5s. as the cost of re-modelling a Persian lamb coat, valued at £225. The counter-claim was for £85, as the cost of re-conditioning the coat, necessitated by alleged faulty workmanship, but the amount was reduced to £15 during the hearing. The defendant's case was that the collar looked "woolly," after the first enlargement, and five collars in all were made for the coat. Inferior skins were used, and one of the original furs was missing after the first alteration, so that the coat had two inches missing somewhere. A manufacturing furrier gave evidence that the thirty skins used in the original coat were an unusually large number. The coat had been so much altered that it had lost its original glossiness. His Honour Judge Sir Mordaunt Snagge held that the defendant had not established that she had been deprived of any skins. In all the circumstances, the work had been reasonably done, and judgment was given for the plaintiff on the claim and counter-claim, with costs.

MUSIC TEACHER'S COMMISSION.

In *Mandor* v. *Piccaver*, recently heard at Wandsworth County Court, the claim was for £16 16s., as commission for obtaining contracts for the defendant to sing at concerts. The counter-claim was for £15 as money lent. The plaintiff's case was that he and the defendant both left Vienna, at the time of the German occupation, and it was agreed that he should receive, as remuneration, 20 per cent. of the fees earned by the defendant. The defendant denied having asked the plaintiff to accompany him from Vienna. As the defendant's wife was sorry for the plaintiff, he was brought from Vienna at the time of its evacuation by the Jews. As a favour, the plaintiff was allowed to obtain a B.B.C. contract, but an engagement in Glasgow for 200 guineas was not secured by him. His Honour Judge Haydon, K.C., gave judgment for the plaintiff on the claim and counter-claim, with costs.

Land and Estate Topics.

By J. A. MORAN.

In spite of War's alarms, everything proceeds according to plan in the market for real property. Auctions are increasing, competition is good, and private treaty transactions are very much in evidence. Speculators are buying up "lots," with possibilities, and the small capitalist appears to have no hesitation in exchanging his savings for small freehold house property. Evidently, it is a good time to get rid of superfluous holdings.

Mr. A. J. Burrows having terminated his partnership with Messrs. Knight, Frank & Rutley, Mr. William Gibson, D.S.O., F.S.I., has become head of the well-known Hanover Square firm.

The King has approved the appointment of Sir Philip Wilbraham Baker-Wilbraham as first Church Estates Commissioner, in succession to the late Sir George Middleton.

The good progress that is being made at the final and effective stage of slum clearance is shown by the increasing number of new houses completed under the Act of 1930, and of houses demolished. During the year ending the 30th September last 62,553 houses were demolished, or closed, as compared with 58,439 during the previous twelve months. Up to 30th September, 231,206 houses, with accommodation for 1,087,792 persons, had been provided for the purpose of rehousing persons displaced in connection with slum clearance operations; 67,787 of these houses were completed in the year ending on that date.

The London Rating (Site Values) Bill, introduced by the L.C.C., provides that the rating authority of every area in the County of London is to ascertain the "annual site value" of every land unit within that area. As from 6th April, 1941, there will be a site value rate of two shillings in the £ in respect of the annual site values, whether the property is being beneficially used or not. The site values rate will, in general, be paid by the lessee of the land unit and recovered

by him from the owners of that land. It is estimated that the two shilling rate proposed might raise about £3,000,000. Needless to add, the Bill is not likely just now to become law.

I know a small shop on the outskirts of a well-known Thanet village that has been vacant for a long while. It was opened this week as a grocery store, and the enterprising tenant deserves to succeed. In a prominent position in the window appears the following notice: "We trust in God; all others, cash." Many of those who went to see for themselves bought something before they came away.

I understand that the Earl and Countess of Liverpool, having sold their Hartsholme estate, near Lincoln, are about to take up their residence in Norfolk. The mansion, which is built in the Gothic style of red brick with stone dressings, stands in beautiful grounds.

"Andertons," a London hotel, well known to auctioneers in town and country, has closed its doors after five and a half centuries of active trading. An office block is to be built on its site. In Bradshaw's Railway Guide for 1844 there is an advertisement of the Fleet Street Hotel. Lodgings were 10s. 6d. a week; dinner from 1s. upwards; breakfast for 1s. 3d. upwards; Scotch whisky 16s. a gallon, and brandy 32s. a gallon.

What is known as Hubberholmes annual "land letting" has just taken place in a local inn. The "faithful Commons" met in one room, and the Lords, composed of the vicar and churchwardens, met in another. The task of the "Commons" was to bid for the use of the poor pasture; and upon the "Lords" devolved the duty when the highest bid had been reached. The proceedings began with a church service, and concluded with a musical "free and easy."

Pympe Manor, or Pump Farm Manor, for sale, or to be let (furnished), is not where it was; in other words, it was re-erected in what was considered a finer situation in another part of Kent.

The model farm, with the substantial stud or dairy buildings, erected by the late Lord Derby for shire horse and pedigree stock, and where Lord Arthur Cecil bred his Clydesdales, is included in the Horns Lodge estate, Tonbridge, now in the market.

Essex County Council is to have a new record office at Chelmsford. One parchment roll in its collection is that of Bricknacre Priory; this recalls the days when a woman could be punished for being a scold, when penalties were imposed on profiteers, and it was an offence to send too many cattle to graze on a farm.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Reversionary Leases.

Sir,—I refer to your issue of 31st December and the observations under "A Conveyancer's Diary." I am afraid that your contributor has misconstrued s. 149 (3) of the Law of Property Act, 1925, and as his observations may be a little misleading to the profession, perhaps in a subsequent issue he will be good enough to remove the incorrect impression which is conveyed by the last column of his article. Sub-section (3) of s. 149 of the Law of Property Act, 1925, states in effect that a term . . . to take effect more than twenty-one years from the date of the instrument creating it (i.e., the lease) shall be void and any contract . . . to create such a term shall likewise be void. The sub-section refers to reversionary leases. The statements in the article in question to the following effect appear to be incorrect:—

(1) If a lease for more than twenty-one years contains a covenant to renew (for whatever period), the covenant is void, and if a lessor enters into a contract to renew with a lessee whose term has more than twenty-one years to run, that contract is also void.

(2) If a tenant agrees with his landlord to make improvements or alterations in consideration of the landlord agreeing to grant a renewal of the term at the end thereof, then, if the existing term has more than twenty-one years to run, the agreement is void.

I believe that rather similar mis-statements were made in a column of your Journal some time ago and subsequently corrected by your contributor.

The fact is that this sub-section merely prohibits the grant of reversionary leases creating a term *in futuro*. Thus, a lease expressed to be granted in 1934 creating a term commencing in 1956 grants a void term, and any contract to grant such a term will likewise be void.

The section does not prohibit the grant of a right of renewal contained in a lease granted in 1934 and exercisable, say, in 1956, if the renewed lease will then take effect at once (as would normally be the case).

It is true that a contract for the renewal of a lease or underlease for a term exceeding sixty years from the termination of the lease or underlease is void (Law of Property Act, 1922, cl. 7 of 15th Sched.). Perhaps your contributor would like to consider, when correcting the previous article, whether, in his opinion, under cl. 7 just mentioned, although if a landlord purports to give his tenant the right to call for the renewal of his lease for a definite term exceeding sixty years this is void, yet the landlord may grant successive rights of renewal for successive terms together exceeding sixty years (e.g., three successive rights of renewal for thirty years)?

Norfolk Street, W.C.2. E. O. WALFORD.
4th January.

[The contributor of "A Conveyancer's Diary" replies to Mr. Walford's letter in this week's article, at p. 67 of this issue.—ED., *Sol.J.*]

Reviews.

Byelaws of Local Authorities. By A. NORMAN SCHOFIELD, LL.M., Solicitor, Town Clerk of Worksop, Lecturer in Local Government Law, Sheffield University. 1939. Royal 8vo. pp. lix, and (with Index) 367. London: Butterworth & Co. (Publishers) Ltd; Shaw & Sons, Ltd. 25s. net

The branch of local government law dealing with byelaws is one of no small importance. This book is, therefore, to be welcomed as an attempt to segregate from the complex mass the powers of local authorities to make byelaws for their own areas. The enactment of the Local Government Act, 1933, and the Public Health Act, 1936, has made the subject a live one, and in view of further expected consolidations of local government law, it will tend to become more so. Part I of the volume deals with the general legal principles affecting the whole subject, including the making and enforcement of byelaws. Part II sets out the statutory powers of making byelaws, each title being arranged alphabetically. It is eminently practical, specifying the confirming authority, a reference to the procedure for making the particular byelaws, a résumé of decided cases thereon and notes on the experience local authorities have had in connection therewith. Part III will be found of great service as it collects references to byelaw provisions obtained in local Acts, also arranged alphabetically under the various subject titles.

The volume is a great tribute to the author's extensive research and industry. It will prove a reliable guide and friend to the large army of local government officers as well as to private practitioners who are now being called upon, more and more, to have a working acquaintance with the far-reaching powers of local authorities by this body of "subordinate legislation."

COUNTY COURT CALENDAR FOR FEBRUARY, 1939.

Circuit 1—Northumberland, etc.
His Hon. Judge Richardson
Alnwick, 3
Berwick-on-Tweed, 13
Blyth, 10
Consett, 24
Gateshead, 7
Hexham, 6
Morpeth,
†*Newcastle-upon-Tyne, 8, 14 (B.), 17 (J.S.), 21 (R.B.) (*R. every Thursday*)
North Shields, 9
Seaham Harbour, 20
South Shields, 15, 23
Sunderland, 9 (R.B.), 21, 22, 27

Circuit 2—Durham, etc.
His Hon. Judge Gamon
Barnard Castle,
Bishop Auckland, 21
Darlington, 8
*Durham, 7, 20
Guisborough, 16
Leyburn, 22
†*Middlesbrough, 1 (J.S.), 3, 15
Northallerton, 23
Richmond, 9
†*Stockton-on-Tees, 14, 28
Thirsk,
West Hartlepool, 2

Circuit 3—Cumberland, etc.
His Hon. Judge Allsebrook
Alston,
Appleby, 25
†*Barrow-in-Furness, 8, 9
Brampton, 23
*Carlisle, 8 (R.), 22
Cockermouth,
Haltwhistle, 18
*Kendal, 21
Keswick, 9 (R.)
Kirkby Lonsdale, 11
Millom,
Penrith, 24
Ulverston, 7
†*Whitehaven, 15
Wigton, 17
Windermere, 10
*Workington, 16

Circuit 4—Lancashire.
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 14
†*Blackburn, 6, 8 (R.B.), 13 (J.S.), 20
†*Blackpool, 1, 2 (J.S.), 8, 10 (R.B.), 15
*Chorley, 16
Clitheroe, 14 (R.)
Darwen, 17 (R.)
Lancaster, 3
†*Preston, 3 (R.B.), 7, 10, 17 (J.S.)

Circuit 5—Lancashire.
His Hon. Judge Crosthwaite
†*Bolton, 1, 8, 15, 22, 28 (J.S.)
Bury, 13, 20 (J.S.)
*Oldham, 2, 9 (J.S.), 16, 23
*Rochdale, 10, 24 (J.S.)
*Salford, 3, 6, 7 (J.S.), 14 (J.S.), 17, 21 (J.S.), 27

Circuit 6—Lancashire.
His Hon. Judge Dowdall, K.C.
His Hon. Judge Procter
†*Liverpool, 1, 2, 3 (B.), 6, 7, 8, 9, 10 (B.), 13, 15, 16, 17 (B.), 20, 21, 22, 23, 24 (B.), 27, 28
St. Helens, 8, 22
Southport, 7, 14, 21
Widnes, 10
*Wigan, 9, 23

Circuit 7—Cheshire, etc.
His Hon. Judge Richards
Altrincham, 8, 22
*Birkenhead, 2 (R.), 6, 9 (R.), 16 (R.), 21, 22 (R.), 23
Chester, 7, 21 (R.), 28
*Crewe, 17.
Market Drayton,
Nantwich,
*Northwich, 16
Runcorn, 14
Sandbach,
*Warrington, 9, 10, 23 (R.)

Circuit 8—Lancashire.
His Hon. Judge Leigh
Leigh, 3, 17
†*Manchester, 1, 2, 6, 7, 8, 9, 10 (B.), 13, 14, 15, 16, 20, 21, 22, 23, 24 (B.), 27, 28.

Circuit 10—Lancashire, etc.
His Hon. Judge Burgis
*Ashton-under-Lyne, 3, 24, 27 (R.B.)
*Burnley, 6 (R.B.), 9, 10
Colne,
Congleton, 17
Hyde, 15
*Macclesfield, 2, 14 (R.B.)
Nelson, 8
Rawtenstall, 1
Stalybridge, 16
*Stockport, 14, 21, 22, 24 (R.B.), 28
Todmorden, 4

Circuit 12—Yorkshire.
His Hon. Judge Frankland
*Bradford, 7 (R.B.), 9, 10 (J.S.), 21 (R.B.), 22, 24, 28
Dewsbury, 2 (R.B.), 14
*Halifax, 2, 3 (J.S.) (R.B.)
*Huddersfield, 7, 8 (J.S.) (R.B.)
Keighley, 16
Otley, 15
Skipton, 17
Wakefield, 9 (R.B.), 21, 28 (R.)

Circuit 13—Yorkshire, etc.
His Hon. Judge Essenhigh
*Barnsley, 15, 16, 17
Glossop, 22 (R.)
Pontefract, 6, 20, 21, 22 (J.S.)
Rotherham, 7, 8
*Sheffield, 1, 2, 3, 9, 10, 14 J.S.), 17 (R.), 23, 24, 28 (J.S.)

Circuit 14—Yorkshire.
His Hon. Judge Stewart
Easingwold,
Harrogate, 3 (R.B.), 10 (R.), 17
Helmsley,
Leeds, 1, 2 (J.S.), 3, 8, 9 (J.S.), 10 (R.), 14 (R.B.), 15, 16 (J.S.), 17 (R.), 22, 23, (J.S.) 24 (R.)
Ripon,
Tadcaster,
York, 21

Circuit 16—Yorkshire.
His Hon. Judge Sir Reginald Banks, K.C.
Beverley, 9 (R.), 10
Bridlington, 6
Goole, 21
Great Driffield,
†*Kingston-upon-Hull, 13 (R.), 14 (R.), 15, 16, 17 (J.S.), 20 (R.B.), 27 (R.)
New Malton,
Pocklington, 2
*Scarborough, 7, 8, 14 (R.B.)
Selby, 3
Thorne, 23
Whitby,

Circuit 17—Lincolnshire.
His Hon. Judge Langman
Barton-on-Humber,
†*Boston, 9 (R.), 16, 23 (R.B.)
Brigg,
Caistor, 1
Gainsborough, 6, 10 (R.)
Grantham, 17
†*Great Grimsby, 2 (R.B.), 7, 8 (J.S.), 9, 10, 21, 22 (J.S.) (*R. every Wednesday*)
Holbeach, 24
Horncastle, 3
*Lincoln, 2 (R.B.), 9 (R), 13
*Louth, 2
Market Rasen, 22 (R.)
Scunthorpe, 13 (R.), 20
Skegness, 10 (R.)
Sleaford, 14
Spalding, 23 (R.)
Spilsby, 15

Circuit 18—Nottinghamshire, etc.
His Hon. Judge Hildyard, K.C.
Doncaster, 1, 2, 3, 20
East Retford, 28 (R.)
Mansfield, 6, 7
Newark, 17 (R.)
*Nottingham, 2 (R.B.), 8, 9 (J.S.), 10, 15, 16, 17 (B.), 22 (J.S.)
Worksop, 7 (R.), 21

Circuit 19—Derbyshire, etc.
His Hon. Judge Longson
Alfreton, 14
Ashbourne, 7
Bakewell,
Burton-upon-Trent, 15 (R.B.)
Buxton, 13
*Chesterfield, 10, 17
*Derby, 8, 21 (R.B.), 22, 23 (J.S.)
Ilkeston, 21
Long Eaton,
Matlock, 6
New Mills,
Wirksworth,

Circuit 20—Leicestershire, etc.
His Hon. Judge Galbraith, K.C.
Ashby-de-la-Zouch, 16
*Bedford, 14 (R.B.), 22
Bourne, 22 (R.)
Hinckley, 13 (R.)
Kettering, 21
*Leicester, 3 (R.B.), 6, 7, 8 (J.S.), (B.), 9 (B.), 10, 24 (R.), 27
Loughborough, 14
Market Harborough, 15
Melton Mowbray, 10 (R.), 24
Oakham, 17
Stamford, 13
Wellingborough, 23

Circuit 21—Warwickshire.
His Hon. Judge Dale
His Hon. Judge Ruegg, K.C. (Add.)
*Birmingham, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14 (B.), 15, 16, 17, 20, 21, 22, 23, 24, 27, 28

Circuit 22—Herefordshire, etc.
His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 20
Bromyard, 15
Evesham, 22
Great Malvern, 6
Hay,
*Hereford, 14, 21
*Kidderminster, 7
Kington,
Ledbury, 8
*Leominster, 13
*Stourbridge, 9, 10
Tenbury, 23
*Worcester, 16, 17

Circuit 23—Northamptonshire.
His Hon. Judge Hurst
Atherston, 16
Bletchley, 20
*Coventry, 6, 7, 15 (R.B.), 21
Daventry,
Leighton Buzzard,
*Northampton, 3 (R.B.), 14 (R.), 27, 28
Nuneaton, 8
Rugby, 9

Circuit 24—Monmouthshire, etc.
His Hon. Judge Thomas
Abergavenny, 24
Abertillery, 7
Bargoed, 8
Barry, 2
†*Cardiff, 1, 3, 4
Chepstow, 23
Monmouth, 21
†*Newport, 14, 16
Pontypool and Blaenavon, 15
*Tredegar, 9

Circuit 25—Staffordshire, etc.
His Hon. Judge Tebbs
*Dudley, 7, 14 (J.S.), 28
*Walsall, 2, 9 (J.S.), 16, 23 (J.S.)
*West Bromwich, 1 (J.S.), 8, 15 (J.S.), 22
*Wolverhampton, 3, 10 (J.S.), 17, 26 (J.S.)

Circuit 26—Staffordshire, etc.
His Hon. Judge Ruegg, K.C.
Burslem, 2
*Hanley, 9 (R.), 23, 24
Leek, 13
Lichfield,
Newcastle-under-Lyme, 14
*Stafford, 3
*Stoke-on-Trent, 8
Stone,
Tamworth,
Uttoxeter,

Circuit 28—Shropshire, etc.
His Hon. Judge Samuel, K.C.
Brecon,
Bridgnorth,
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin, 17
Llanidloes, 8
Ludlow, 13
Machynlleth, 10
Madeley, 16
*Newtown, 9
Oswestry, 14
Presteign, 7
*Shrewsbury, 20, 23
Wellington, 21
Welshpool, 15
Whitchurch, 22

Circuit 29—Carnarvonshire, etc.
His Hon. Judge Sir Artemus Jones, K.C.
Bala, 7
†*Bangor, 13
Blaenau Festiniog,
*Caernarvon, 15
Colwyn Bay, 16
Conway,
Corwen, 7
Denbigh, 9
Dolgelly, 8
Flint, 15 (R.)
Holyhead, 14
Holywell, 6
Llandudno,
Llangefni,
Llanrwst, 10
Menai Bridge,
Mold, 24 (R.)
*Portmadoc,
Pwllheli, 10 (R.)
Rhyl, 17
Ruthin,
*Wrexham, 20, 21

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 25
Bridgend, 21, 22, 23, 24
Caerphilly, 23 (R.)
*Merthyr Tydfil, 2, 3
*Mountain Ash, 1
Neath, 14, 15, 16
*Pontypridd, 8, 9, 10
Port Talbot, 17
*Porth, 6
*Ystradyfodwg, 7

Circuit 31—Carmarthenshire, etc.
His Hon. Judge Davies
Aberayron, 18
†*Aberystwyth, 2

Ammanford, 1, 21
Cardigan,
†*Carmarthen, 17
†*Haverfordwest, 15
Lampeter, 4
Llandilofawr,
Llandovery, 11
Llanelly, 3, 20
Narberth, 14
Newcastle-in-Emlyn, 13
Pembroke Dock, 16
*Swansea, 6, 7, 8, 9, 10

Circuit 32—Norfolk, etc.
His Hon. Judge Rowlands
Beccles, 20
Bungay,
Diss,
Downham Market,
East Dereham, 1
Eye, 21
Fakenham, 7
†*Great Yarmouth, 16, 17
Harleston, 6
Holt, 2
†*King's Lynn, 9, 10
†Lowestoft, 3
North Walsham, 8
*Norwich, 13, 14, 15
Swaffham,
Thetford,
Wymondham,

Circuit 33—Essex, etc.
His Hon. Judge Hildesley, K.C.
Braintree,
*Bury St. Edmunds, 14
*Chelmsford, 6
Clacton, 21
Colchester, 15, 16
Felixstowe,
Halesworth,
Halstead, 3
Harwich, 24
†*Ipswich, 8, 9, 10
Maldon,
Saxmundham, 28
Stowmarket, 17
Sudbury, 1
Woodbridge, 22

Circuit 34—Middlesex.
His Hon. Judge Dumas
Uxbridge, 7, 14, 21

Circuit 35—Cambridgeshire, etc.
His Hon. Judge Campbell
Biggleswade, 14
Bishops Stortford, 22
*Cambridge, 8 (R.), 15 (J.S.) (B.), 16, 17 (R.B.)
Ely, 24
Hitchin, 6
Huntingdon, 3 (R.)
*Luton, 2 (J.S.) (B.), 3, 24 (R.B.)
March,
Newmarket, 23
Oundle, 13
*Peterborough, 3 (R.) 7, 8
Royston,
Saffron Waldon,
Thrapston,
Wisbech, 3 (R.), 21

Circuit 36—Berkshire, etc.
His Hon. Judge Cotes-Preedy, K.C.
*Aylesbury, 3, 17 (R.B.)
Banbury, 8 (R.B.), 15
Buckingham, 14 (R.)
Chipping Norton, 22 (R.)
Henley-on-Thames, 24 (R.)
High Wycombe, 2
*Oxford, 6, 20 (R.B.)
*Reading, 9 (R.B.), 16, 17
Shipston-on-Stour, 21 (R.)
Thame,
Wallingford, 27
Wantage,
*Windsor, 8, 14 23
Witney,

Circuit 37—Middlesex, etc.
His Hon. Judge Hargreaves
Chesham, 7
*St. Albans, 13, 14
West London, 1, 2, 3, 6, 8, 9, 10, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28

Circuit 38—Middlesex, etc.
His Hon. Judge Hancock
Barnet, 7, 21
*Edmonton, 2, 8, 9, 14, 16, 17, 23
*Hertford, 1
Waltham Abbey, 10, 24
Watford, 8, 15, 22

Circuit 39—Middlesex.
His Hon. Judge Lilley
His Hon. Judge David Davies, K.C. (Add.)
Shoreditch, 2, 3, 7, 9, 10, 14, 16, 17, 21, 23, 28
Whitechapel, 1, 3, 9, 10, 16, 17, 23, 24

Circuit 40—Middlesex.
His Hon. Judge Thompson, K.C.
His Hon. Judge Drucquer (Add.)
His Hon. Judge David Davies, K.C. (Add.)
Bow, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 21, 22, 23, 24, 27, 28

Circuit 41—Middlesex.
His Hon. Judge Earengey, K.C.
His Hon. Judge Hancock (Add.)
Clerkenwell, 1, 2, 3, 6, 7 (J.S.), 8, 9, 10, 13, 14 (J.S.), 15, 16, 17, 20, 21 (J.S.), 22, 23, 24, 27, 28 (J.S.)

Circuit 42—Middlesex.
His Hon. Judge Sir Hill Kelly
Bloomsbury, 1, 2, 3 (J.S.), 6, 7, 8, 9, 10 (J.S.), 13, 14, 15, 16, 17 (J.S.), 20, 21, 22, 23, 24, 27, 28

Circuit 43—Middlesex.
His Hon. Judge Drysdale Woodcock, K.C.
His Hon. Judge Drucquer (Add.)
Marylebone, 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28

Circuit 44—Middlesex.
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Dumas (Add.)
Westminster, *Daily (except Saturdays)*

Circuit 45—Surrey.
His Hon. Judge Haydon, K.C.
His Hon. Judge Hurst (Add.)
*Kingston, 3, 7, 10, 14, 17, 21, 24, 28
*Wandsworth, 1, 2, 6, 8, 9, 13, 15, 16, 20, 22, 23, 27

Circuit 46—Middlesex.
His Hon. Judge Drucquer
*Brentford, 2, 6, 9, 13, 16, 20, 23, 27
Willesden, 1, 3, 7, 8, 10, 14, 15, 17, 21, 22, 24, 28

Circuit 47—Kent, etc.
His Hon. Judge Wells
His Hon. Judge Hurst (Add.)
*Greenwich, 1, 3, 10, 15, 17, 24
Southwark, 2, 6, 7, 9, 13, 14, 16, 20, 21, 23, 27, 28
Woolwich, 8, 22

Circuit 48—Surrey, etc.
His Hon. Judge Konstam, C.B.E., K.C.
Dorking,
Epsom, 1, 15, 22
*Guildford, 2, 16
Horsham,
Lambeth, 3, 6, 7, 9, 10, 13, 17, 20, 21, 23, 24, 27, 28
Redhill, 8

Circuit 49—Kent.
His Hon. Judge Clements
Ashford, 6
*Canterbury, 14
Cranbrook, 20
Deal, 17
*Dover, 15
Faversham, 13
Folkestone, 7
Hythe, 24
*Maidstone, 3
Margate, 16
†Ramsgate, 8
†*Rochester, 22, 23
Sheerness, 9
Sittingbourne, 21
Tenterden,

Circuit 50—Sussex.
His Hon. Judge Austin Jones
His Hon. Judge Archer, K.C. (Add.)
Arundel,
Brighton, 2, 3, 9, 10 (J.S.), 16, 17, 23, 24
†*Chichester, 15
*Eastbourne, 8, 22
*Hastings, 7, 21
Haywards Heath,
*Lewes, 6
Petworth,
Worthing, 14, 28

Circuit 51—Hampshire, etc.
His Hon. Judge Lailey, K.C.
Aldershot, 17, 18
Basingstoke, 6
Bishops Waltham, 20
Farnham, 24
*Newport, 1
Petersfield, 13
†*Portsmouth, 2, 6 (B.), 9, 16, 23
Romsey, 3
Ryde,
†*Southampton, 7, 14, 15 (B.), 21, 28
*Winchester, 8

Circuit 52—Wiltshire, etc.
His Hon. Judge Jenkins, K.C.
*Bath, 9 (B.), 16 (B.)
Calne, 11
Chippenham, 7
Devizes, 13
*Frome, 24 (B.)
Hungerford,
Malmesbury, 16 (R.)
Marlborough, 21
Melksham,
*Newbury, 15 (B.)
*Swindon, 8, 22 (B.)
Trowbridge, 10
Warminster, 6
Wincanton, 17

Circuit 53—Gloucestershire, etc.
His Hon. Judge Kennedy, K.C.
Alcester,
*Cheltenham, 7, 8 (J.S.), 21
Cirencester, 9
Dursley,
†*Gloucester, 6, 20
Newent, 13
Newnham, 16
Northleach, 18
Redditch, 10
Ross,
Stow-on-the-Wold,
Stratford-on-Avon, 23
Stroud, 14
Tewkesbury,
Thornbury,
Warwick, 25
Winchcombe, 15

Circuit 54—Somersetshire, etc.
His Hon. Judge Wethered
†*Bridgwater, 10
†*Bristol, 1, 2, 3 (B.), 13 (J.S.), 14, 15, 16, 17 (B.), 27 (J.S.), 28
Minehead, 21 (R.)
*Wells, 7
Weston-super-Mare, 8, 9

Circuit 55—Dorsetshire, etc.
His Hon. Judge Cave, K.C.
Andover, 1
Blandford, 20 (R.)
*Bournemouth, 10 (J.S.), 13, 14 (R.), 28 (R.)
Bridport, 28
Crewkerne, 14 (R.)
*Dorchester, 3
Lymington, 15
†Poole, 8, 22 (R.)
Ringwood, 16
*Salisbury, 2
Shaftesbury, 6
Swanage, 24
*Weymouth, 7
Wimborne, 23
*Yeovil, 9

Circuit 56—Kent, etc.
His Hon. Judge Sir Gerald Hurst, K.C.
Bromley, 1, 14, 15, 28
*Croydon, 3, 6, 7, 8, 17, 20, 21, 22, 24, 27
Dartford, 2, 16
East Grinstead,
Gravesend, 13
Sevenoaks,
Tonbridge, 9
Tunbridge Wells, 23

Circuit 57—Devonshire, etc.
His Hon. Judge Thesiger
Axminster, 13
†*Barnstaple, 21
Bideford, 22
Chard, 14
†*Exeter, 9, 10
Honiton,
Langport, 13 (R.)
Newton Abbot, 16
Okehampton,
South Molton, 23
Taunton, 6
Tiverton, 15
*Torquay, 7, 8
Torrington,
Totnes, 17
Wellington, 20

Circuit 58—Essex.
His Hon. Judge David Davies, K.C.
Brentwood, 17 (R.)
Grays Thurrock, 21 (R.)
Ilford, 6 (R.), 7, 13 (R.), 14, 20 (R.), 27 (R.), 28
*Southend, 8 (R.), 15 (R.B.), 22, 23 (R.), 24

Circuit 59—Cornwall, etc.
His Hon. Judge Lias
Bodmin,
Camelford,
Falmouth, 7
Helston,
Holsworthy, 14 (R.)
Kingsbridge, 17
Launceston,
Liskeard, 16 (R.)
Newquay, 6
Penzance, 8
†*Plymouth, 14, 15, 16
Redruth, 9
St. Austell, 6 (R.)
Tavistock, 13
†*Truro, 10

†The Mayor's and City of London Court.
His Hon. Judge Dodson
His Hon. Judge Whiteley, K.C.
His Hon. Judge Thomas
His Hon. Judge Beazley
Guildhall, 1, 2, 3 (J.S.), 6, 7, 8 (A.), 9, 10 (J.S.), 13, 14, 15 (A.), 16, 17 (J.S.), 20, 21, 22 (A.), 23, 24 (J.S.), 27, 28

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

To-day and Yesterday.

LEGAL CALENDAR.

23 JANUARY.—On the 23rd January, 1683, Sir Edmund Saunders took his seat for the first time as Chief Justice of the King's Bench.

24 JANUARY.—On the 24th January, 1774, Mr. Cator, an attorney of Lincoln's Inn, nearly lost his life by kind heartedness. A German called at his office on pretence of business, told him a long story of distresses and prevailed on him to give him some money. Mr. Cator having then to go out to keep an appointment turned round to take his hat and his visitor thereupon knocked him down, beat him senseless and proceeded to rifle his rooms. While he was so engaged the wounded man found strength to rise and shout from the window. The alarm was raised and the German was arrested when he had almost escaped from the Inn.

25 JANUARY.—On the 25th January, 1771, Sir William de Grey, Attorney-General, was appointed Chief Justice of the Common Pleas. He filled the office till 1780 when failing health compelled him to retire, and he went to the House of Lords with the title of Lord Walsingham. His acute mind and powerful memory triumphed while he was on the bench over extraordinary disabilities. Sometimes when gout so crippled his hands that he could not take a note he was known to sum up the evidence in a long case with perfect correctness.

26 JANUARY.—On the 26th January, 1904, Mr. Justice Bigham, sitting at the Law Courts, passed sentence of seven years' penal servitude on Whitaker Wright, the City financier, found guilty of large scale company frauds. The punishment awarded was the maximum, but the condemned man heard the judge's words with fortitude and walked firmly to the consultation room in the corrider. There he was talking hopefully with his legal advisers when suddenly he collapsed. A doctor was immediately sent for but in vain. Wright died in that room just before 4 o'clock. He had taken poison.

27 JANUARY.—The case of *Jewison* v. *Dyson*, begun on the 27th January, 1842, presented the spectacle of two coroners fighting over a body and the fees for inquiring into the violence which had converted it into a corpse. The plaintiff said that he was coroner of the honour of Pontefract, in the Duchy of Lancaster, appointed under a charter of Edward III, and that the defendant contriving and intending to injure him and wrongfully to deprive him of his fees, profits and emoluments had held an inquest within his territory. The defendant contended that, as a coroner for the County of York, he was within his rights, but the Court of Exchequer held that, despite modern usage, the 500-year-old charter still held good and the plaintiff was the true coroner.

28 JANUARY.—In the early days of the French Revolution the English Government suffered from well-grounded fears of subversive activity at home and prosecutions were frequent. On the 28th January, 1796, William Stone, a merchant, was tried in the King's Bench on a charge of treason in conspiring with France to bring about an invasion. There was produced a good deal of very damaging correspondence, but the accused, sitting among his counsel, neat and genteel-looking with his black clothes and powdered hair, evidently made a good impression.

29 JANUARY.—On the 29th January, the second day of the trial the proceedings dragged on till eight o'clock in the evening. At eleven the jury returned with a verdict of acquittal, and many of the people in Court burst into shouts of joy. One man was so vociferous that he was taken into custody. He apologised, declaring that he could not control his feelings, but Lord Kenyon, telling him that it was the business of the law to control and command his feelings and those of every other unruly man, fined him £20. He offered a cheque in discharge, but this was refused, and he was thereupon committed till payment. People in court collected the amount of the fine for him.

THE WEEK'S PERSONALITY.

Here is a contemporary's account of Chief Justice Saunders: "He was at first no better than a poor beggar boy if not a parish foundling without known parents or relations. He had found a way to live by obsequiousness in Clement's Inn as I remember, and courting the attorney's clerks for scraps." By energy and application and native intelligence he educated himself so thoroughly in the law that eventually he came to the Bar. His personal habits, however, took on no refinement. "He was a fetid mass that offended his neighbours at the Bar in the sharpest degree. This hateful decay of his carcase came upon him by continual sottishness, for to say nothing of brandy he was seldom without a pot of ale at his nose or near him. That exercise was all he used. The rest of his life he was sitting at his desk or piping at home, and that home was a tailor's house in Butcher Row called his lodging, and the man's wife was his nurse or worse." Nevertheless, "the King observing him to be of a free disposition, loyal, friendly and without greediness or guile thought of him to be the Chief Justice of the King's Bench. While he sat in the court he gave the rule to the general satisfaction of the lawyers. But his course of life was so different from what it had been, his business incessant and withal crabbed, and his diet and exercise changed, that the constitution of his body or head rather could not sustain it and he fell into an apoplexy."

HEREDITARY RIGHT.

At the Aylesbury Assizes recently, Mr. Justice Macnaghten suggested that in some cases poaching might be a hereditary occupation. That rather recalls the sixteenth century case in which a man robbed at Gad's Hill in Kent sued the men of the Hundred upon an old statute for the loss of his goods. The counsel for the inhabitants put forward the defence "that time out of mind felons had used to rob at Gad's Hill and hence the Hundred were exempt by immemorial prescription." This appeal to hereditary privilege did not succeed.

POACHERS' PENALTIES.

In the course of the case at Aylesbury the judge told the defendants that at the time when the Act under which they were prosecuted was passed they could have been transported for fourteen years. He then bound them over for two years, and many aristocratic bones must have turned beneath their marble monuments. In 1830, when an attempt was made to mitigate the harshness of the Game Laws, and a Bill had passed the Commons, Lord Westmorland declared in the Lords that he could only "think the gentlemen in the Lower House had been asleep when the Bill was passed. It would depopulate the country of gentlemen who could not endure such gross violation of the liberty of the aristocratic portion of the King's subjects." In January of the previous year ninety-six persons had been tried at Bedford for offences against the Game Laws, eighteen on the capital charge of using arms when attacked by gamekeepers. Seventy-six were able-bodied men of good character in the prime of life unable to earn a living. One of those hanged could earn no more than seven shillings a week for his wife and children by working on the roads from light till dark. He paid three guineas a year for the hovel in which he lived. The Game Laws accounted for a seventh of the crime in England. Between 1820 and 1826 there were 8,832 such convictions. Children began to set snares at the age of ten. Merciful judges were driven to technical subterfuges, as in the case where it was proved that a man had fired at a covey of partridges and that two had fallen. He ruled that as there was no evidence that the gun was loaded with shot, the jury might conclude that the birds died from fright.

Notes of Cases.

Judicial Committee of the Privy Council.

Chung Chi Cheung *v.* **The King.**

Lord Atkin, Lord Macmillan, Lord Porter, Sir Lancelot Sanderson and Sir George Rankin.
2nd December, 1938.

INTERNATIONAL LAW—DOCTRINE OF EX-TERRITORIALITY—FOREIGN PUBLIC SHIP—MURDER OF CAPTAIN BY MEMBER OF CREW IN BRITISH TERRITORIAL WATERS—JURISDICTION OF LOCAL COURTS.

Appeal from a decision of the Full Court of Hong Kong, dismissing an appeal from conviction and sentence of death by the Criminal Sessions.

The appellant, Chung Chi Cheung, a British subject, was a cabin boy on board a Chinese customs' cruiser which was an armed public ship of China. While the vessel was in the territorial waters of Hong Kong, he shot and killed the captain, who was also a British subject. Immediately afterwards the acting chief officer ordered the vessel to proceed to Hong Kong, where the police took the appellant, who had also shot and wounded himself, to hospital. The Chinese authorities brought extradition proceedings but they were held to fail because the appellant was a British subject. The appellant was then at once re-arrested and charged with murder "in the waters of this colony." This appeal was brought from the conviction and sentence on the ground that, the offence having been committed on board an armed public ship of China, the Court of Hong Kong had no jurisdiction to try the appellant.

LORD ATKIN, delivering the judgment of the Board, said that on the question of jurisdiction two theories had found favour with persons professing a knowledge of the principles of international law. One was that a public ship of a nation either was, or was to be treated by other nations as, for all purposes part of the territory of the nation to which she belonged. The other theory was that a public ship in foreign waters was not, and was not treated as, territory of her own nation: the domestic courts in accordance with principles of international law would accord to the ship and its crew and its contents certain immunities, some of which were well settled, though others were in dispute. In that view the immunities did not depend on an objective ex-territoriality, but on implication of the domestic law. They were conditional and could in any case be waived by the nation to which the public ship belonged. Their lordships entertained no doubt that the latter was the correct conclusion. It more accurately and logically represented the agreements of nations which constituted international law, and alone was consistent with the paramount necessity expressed in general terms for each nation to protect itself from internal disorder by trying and punishing offenders within its boundaries. It must always be remembered that, so far at any rate as the courts of this country were concerned, international law had no validity save in so far as its principles were accepted and adopted by our own domestic law. There was no external power which imposed its rules on our own code of substantive law or procedure. The courts acknowledged the existence of a body of rules which nations accepted among themselves. On any judicial issue they sought to ascertain what the relevant rule was, and, having found it, they would treat it as incorporated into the domestic law so far as it was not inconsistent with rules enacted by statutes or finally declared by their tribunals. What, then, were the immunities of public ships of other nations accepted by our courts, and on what principle were they based? The principle was expounded by Marshall, C.J., in *The Exchange* (1812), 7 Cranch 116, a judgment which had illumined the jurisprudence of the world. Their lordships had no hesitation in rejecting the doctrine of ex-territoriality which regarded the public ship "as a floating portion of the flag State." However the doctrine of ex-territoriality was expressed, it was a fiction, and legal fictions had a tendency to pass beyond their appointed bounds and to harden into dangerous facts. The truth was that the enunciators of the floating island theory had failed to face very obvious possibilities which made the doctrine quite impracticable when tested by the actualities of life on board ship and on shore. In the analogous case of an embassy was it possible that the doctrines of international law were so rigid that a local burglar who had broken and entered a foreign embassy, and, having completed his crime, was arrested in his own country, could not be tried in the courts of the country? The result of any such doctrine, as a foreign country could not give territorial jurisdiction by consent, would not be to promote the power and dignity of the foreign Sovereign, but to lower them by allowing injuries committed in his public ships or embassies to go unpunished. Their lordships agreed with the remarks on this subject of Prof. J. L. Brierly in "The Law of Nations" (1928), p. 10. The present was a case of the murder of an officer by a member of the crew of a Chinese public vessel. If nothing more had arisen the Chinese Government could clearly have had jurisdiction over the offender. A diplomatic request for his surrender would, it appeared, have been in order. The fact that victim or offender, or both, were local nationals made no difference if both were members of the crew. That diplomatic request was never made, and the extradition proceedings necessarily failed in the circumstances, extradition being based on treaty and statutory rights. The Hong Kong court accordingly had jurisdiction, and the appeal failed.

COUNSEL: *H. J. Wallington*, K.C., and *Eric White*, for the appellant; *The Attorney-General* (Sir Donald Somervell, K.C.), and *Kenelm Preedy*, for the Crown.

SOLICITORS: *Reid Sharman & Co.*; *Burchells.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Lovell *v.* **Williams.**

Scott, MacKinnon and du Parcq, L.JJ.
19th December, 1938.

PRACTICE—ACTION FOR DAMAGES IN RESPECT OF INJURIES—SETTLEMENT ON PAYMENT OF A CERTAIN SUM—INJURIES SUBSEQUENTLY FOUND MORE SERIOUS THAN BELIEVED—FRESH ACTION BROUGHT—WHETHER PROCEEDINGS SHOULD BE STAYED.

Appeal from a decision of Macnaghten, J.

The plaintiff was injured by the defendant's motor-cycle on the 15th January, 1938. On the 14th March, he began county court proceedings claiming damages for injuries then believed to consist only of concussion, abrasions, sprained muscles and certain facial injuries. These proceedings were withdrawn on payment to him of £35, the receipt stating that this sum was "in full settlement and discharge of all claims including any future claims for injuries sustained by [the plaintiff] by reason of the negligent driving of [the defendant] on the 15th January, 1938." Subsequent medical examination revealed that the plaintiff had a fractured skull and was permanently disabled from following his trade as a basket-maker. On the 3rd October, he began a High Court action claiming damages for the injuries from which he had been found to be suffering. In the statement of claim it was mentioned that he had also suffered other injuries and that his claim in respect of them had been settled. Macnaghten, J., directed all further proceedings to be stayed on the ground that the action was barred by the previous settlement.

MACKINNON, L.J., allowing the plaintiff's appeal, said that the procedure by which actions were stayed should only be invoked when there would otherwise be an obvious abuse of the court's process. It might be that when this action

was tried the defendant would satisfy the court that the settlement had been a settlement of all claims which then existed or were capable of ascertainment in the future and that by reason of the agreement operating as accord and satisfaction the plaintiff could not succeed in these proceedings. But the question now was whether the certainty of that result was so obvious that the defendant should not be put to the trouble of contesting the action. That had not been established. The appeal should be allowed with costs.

COUNSEL: *Morle; Beyfus*, K.C., and *Bertram Reece.*

SOLICITORS: *Rhys Roberts & Co.; C. H. Browne.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Sharpe *v.* Topham Ltd.

Greene, M.R., Finlay and Luxmoore, L.JJ.

11th January, 1939.

COMPANY — PRIVATE COMPANY — SHARE CERTIFICATES — SHAREHOLDER'S RIGHT TO REQUIRE SPLIT CERTIFICATES.

Appeal from a decision of the Vice-Chancellor of the County Palatine of Lancaster.

Under the heading "Certificates," the articles of association of a private company, incorporated in 1899, included the following: Art. 11: "The certificates of title to shares shall be issued under the seal of the company and signed in such manner as the directors shall prescribe." Art. 12: "Every member shall be entitled to one certificate for all the shares registered in his name or to several certificates each for a part of such shares." Art. 13 provided for the issue of certificates to replace defaced, worn out, lost or destroyed certificates. Art. 14: "Every member shall be entitled to one certificate gratis, but for every subsequent certificate issued to him the sum of 1s. or such smaller sum as the directors may determine shall be paid to the company." The trustees of a will held 230 shares of £100 each. At the testator's death, 195 shares were deposited with a bank to secure a loan to him of £9,000. £7,000 being required for purposes of administration, the trustees raised this by pledging the remaining thirty-five shares, together with thirty-five which the bank released. To repay the £7,000, the trustees decided to raise this sum by several small mortgages of shares. For this purpose they made in 1937 four applications, to which the company acceded, to have share certificates for smaller amounts issued in place of existing certificates. In 1938, they sought to have a certificate for seventeen shares split into one for thirteen shares and one for four shares. This was refused. The Vice-Chancellor dismissed an action by the trustees for a declaration that they were entitled from time to time to have any share certificate for a number of shares sub-divided.

GREENE, M.R., allowing the trustees' appeal, said that their reason in asking for the split and that of the directors in refusing it was of no importance. The question was one of construction of the articles. The company had argued that the application of Art. 12 was confined to two points of time: (1) when a certificate fell to be issued to a person who became a shareholder by allotment, and (2) when a certificate fell to be issued to a person who had become a member by transfer of shares. But it could not be so limited. It was stating generally the right of a member. In an ordinary company it would not much matter if there were no right to split certificates as the same result could be accomplished by a transfer of shares. But here there were stringent restrictions on transfer which brought in the directors' right of pre-emption. "Every subsequent certificate" in Art. 14 was not limited to new certificates issued under Art. 13. The right to have a certificate split was not one which a member was only entitled to exercise to a reasonable extent. The appeal should be allowed with costs in the Court of Appeal and below.

FINLAY and LUXMOORE, L.JJ., agreed.

COUNSEL: *Spens*, K.C., and *Somerville; Grant*, K.C., and *Blease.*

SOLICITORS: *Kenneth Brown, Baker, Baker*, for *Evans, Lockett & Co.*, of Liverpool; *Radcliffe-Smith, Abercromby and Co.*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

"Maisol" (Owners) *v.* Exportles Ltd.

Slesser, Clauson and du Parcq, L.JJ.

20th January, 1939.

SHIPPING — CHARTER-PARTY — CONSTRUCTION — "VESSEL LOADING IN OCTOBER"—MEANING.

Appeal from a decision of Goddard, J.

In 1935 the steamer was chartered to go to the White Sea to load timber for carriage to London. It was already under charter to the respondents, Exportles, Ltd., under an earlier charter and was described as "now trading expected ready to load end September or early October." The charterers had the right to cancel the charter if the ship did not begin loading by the middle of October. By cl. 6 of the charter-party (which was the Chamber of Shipping White Sea Wood Charter as agreed on the 17th October, 1933): "In the case of a vessel loading in October the charterers undertake to load the vessel, clear the cargo and present the master with bills of lading for signature in time to enable the pilot to take the vessel out of the port not later than October 31, failing which charterers shall pay to the shipowners the actual amount paid to the underwriters for extra insurance on current policies, excepting in case of delay attributable to the fault of the shipowners, the shipowners crediting any rebate from the underwriters as and when received." The ship having met with rough weather, went to South Shields for repairs before going to the loading port, where it arrived on the 6th November. The charterers did not elect to cancel. The owners who had had to pay £210 in extra premiums claimed to recover this from the charterers. In an arbitration the umpire found, subject to the opinion of the court on a special case, that the ship was not "a vessel loading in October" within cl. 6, and that the delay was not the fault of the owners. Goddard, J., held that as the ship did not in fact load in October the charterers' liability never arose. The owners appealed, contending that "loading in October" should be construed as "intended to load in October."

SLESSER, L.J., dismissing the appeal, said that the words were free from ambiguity. The ship did not load till November. The contention of the appellants could not be accepted.

CLAUSON and DU PARCQ, L.JJ., agreed.

COUNSEL: *H. Pratt; Willmer.*

SOLICITORS: *Sinclair, Roche & Temperley; Constant and Constant.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

R. *v.* Weston-super-Mare Licensing Justices; *Ex parte* Powell.

Slesser, Clauson and du Parcq, L.JJ.

20th January, 1939.

INTOXICATING LIQUORS—LICENSING—ALTERATIONS TO LICENSED PREMISES—INCORPORATION OF ADJOINING PREMISES NOT LICENSED—IDENTITY OF LICENSED PREMISES RETAINED—REFUSAL OF JUSTICES TO SANCTION ALTERATIONS—VALIDITY—LICENSING (CONSOLIDATION) ACT, 1910 (10 Edw. 7 and 1 Geo. 5, c. 24), s. 71.

Appeal from the King's Bench Division (82 SOL. J., 911).

Certain proposed alterations to a hotel involved the incorporation of adjoining premises, which had previously been entirely separate from the licensed premises, and an enlargement of the saloon bar. Plans were duly deposited with the clerk of the licensing justices, who held that the alterations would not destroy the identity of the premises as already existing and were necessary and desirable, but they also

held that as the bulk of the alterations were to premises not already licensed, they had no power to grant the licensee's application under the Licensing (Consolidation) Act, 1910, s. 71, for their approval of them. They were prepared to consent to the alterations so far as they related to the premises already licensed. The Divisional Court refused a writ of *mandamus* commanding the justices to hear and determine the application.

SLESSER, L.J., allowing the licensee's appeal, said that it was a question of fact whether the premises for which the licence was granted and the enlarged premises subsequently used were the same, and an addition to the premises in the nature of an improvement which would yet be within the description carried by the licence might not destroy the identity of the premises as a whole, and so might be protected by the original licence (see *R.* v. *Raffles*, 1 Q.B.D. 207). The justices were logical in considering whether the alterations would destroy the identity of the premises covered by the licence. They had held that the licence would cover the premises as proposed to be extended. The question was whether s. 71 was to be construed to limit the justices' consideration to internal alterations in the existing physical premises or was to be given the more liberal construction that an alteration might be sanctioned which if it were made would yet bring the premises so altered within the ambit of the licence. The words should be construed to extend to alterations not only inside the physical premises before the time of the proposed alterations, but also to alterations in the premises as they would be when altered. His lordship referred to the Licensing Act, 1874, s. 32 and s. 110 of the 1910 Act, and said that s. 71 (1) of the 1910 Act merely repeated the legal effect of s. 11 (2) of the Licensing Act, 1902. *R.* v. *Isle of Wight Justices* (1931) (unreported) was a case where the proposed additions were to connect with the main structure a separate villa immediately adjoining the hotel in question. The Attorney-General had argued that what was sought was not alteration to licensed premises, but the taking in of a building hitherto entirely unlicensed. He seemed to have conceded that if the additions had been within the ambit covered by the licence the justices might have given their consent. His lordship was not sure that it was assumed there, as it was assumed here, that the alterations when made would bring the whole physical premises within the licence. That doubt was enough to distinguish the two cases. If that case had a wider intention it was wrong. The justices could consent to an alteration in the physical premises once they had come to the conclusion that the proposed alteration on being made would bring the altered premises within the ambit of the licence.

CLAUSON and DU PARCQ, L.JJ., agreed.

COUNSEL: *Sir Stafford Cripps*, K.C., and *Lyne; The Attorney-General* (Sir Donald Somervell, K.C.), and *V. Holmes; P. Duncan.*

SOLICITORS: *Godden, Holme & Ward*, for *Smiths, Ford and McFadyean*, of Weston-super-Mare; *Solicitor for Customs and Excise; Cameron, Kemm & Co.*, for *John Hodge & Co.*, of Weston-super-Mare.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Nabarro *v.* Frederick Cope & Co. Ltd.

du Parcq, L.J. (sitting as an additional judge).
21st November, 1938.

NEGLIGENCE—VISIT BY BUILDING OWNER TO HOUSE IN COURSE OF CONSTRUCTION—INJURY THROUGH STEPPING ON DANGEROUS PLANK—FOREMAN NOT PRESENT—RIGHTS AND DUTIES OF OWNER AND BUILDER.

Action for damages for personal injuries.

The defendant company were builders who in 1937 were building a house for the plaintiff. While the house was in an unfinished condition, the plaintiff, as building owner, went to see how the work was progressing. During his inspection he stepped on to a plank, which was apparently laid in order to provide a gangway, when the plank tipped up, causing him to fall and suffer injury. He contended that, as he visited the premises with the knowledge and consent of the defendants, they were liable for his injuries, and that he was entitled to assume that the premises were safe. The defendants contended that they were under no duty to the plaintiff, and that in any event they were guilty of no negligence. They further argued that the plaintiff was in any event guilty of contributory negligence, among other reasons because he entered the house without guidance from anyone who knew where it was safe for him to walk. The plaintiff had given the builders possession of the premises in accordance with the building contract. He had previously at each inspection been accompanied by the foreman, who, on the occasion in question, however, had already left for the day. His lordship found that the plank on which the plaintiff stepped was in a dangerous position, and not properly supported, and that the plaintiff could not have been expected, assuming that he was entitled to be walking about the premises, to observe that it was dangerous.

DU PARCQ, L.J., said that, if the plaintiff had been an invitee on the premises, or even a licensee, he would have had a clear case against the defendants. But the case was not so simple as that. The case was not quite analogous to any which had been cited in argument. It was the undoubted duty of the defendants, if they knew that someone was likely to visit and walk about the premises for lawful purposes, not knowingly to leave on the premises any concealed danger. Further, if they knew that the premises would be visited by someone who had a right to visit and go where he would upon them, they would be under a duty to take reasonable care for his safety, which would mean their either seeing that the premises were safe or warning the visitor of any danger. Such a duty might involve careful inspection. But it could not be said that the premises must always be in such a condition that, if the owner chose to walk about on them, there would be no dangers, concealed or otherwise. It was not, and could not be, contended that the owner had a general right to come on to the premises. There was no contractual right, express or implied, in the plaintiff to enter whenever he would, and there was certainly no duty on the builders to have the premises at all times safe and ready for a visit by the owner. If builders told an owner that he could come at a definite time on a certain day to inspect the whole premises, the builders would be under a duty to see that the premises were reasonably safe, and to warn the owner where they were not. It was to be observed that the defendants' foreman, who had previously always accompanied the plaintiff on his inspection, was not there. The plaintiff did not complain of that fact in this case. If this accident had happened while the foreman was accompanying the plaintiff, and without his giving the plaintiff any warning, the position would have been different. The defendants, however, were not under a duty, merely because the plaintiff had intimated that he would or might visit the premises at approximately a certain time, to see that from that time onwards, during the rest of the day, the premises were safe for everyone who walked about them. While the plaintiff had every right to be disappointed at the foreman's absence, if he took it upon himself to walk about the house without a guide, and to trust every plank he saw as a safe means of passage, he was taking a risk for the result of which he could not blame the defendants. The action therefore failed.

COUNSEL: *C. M. Picciotto*, K.C., and *J. C. Leonard*, for the plaintiff; *K. F. Glazebrook*, for the defendants.

SOLICITORS: *A. D. N. Nabarro; Hair & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Bernhard Blumenfeld Kommanditgesellschaft auf Aktien *v.* **Sheaf Steam Shipping Company, Limited.**

Branson, J. 13th December, 1938.

SHIPPING—FOUNDERING OF SHIP FROM UNCERTAIN CAUSE—NO ABNORMAL PERIL OF SEA—WHETHER EVIDENCE OF UNSEAWORTHINESS—LOSS OF CARGO—WHETHER SHIPOWNERS LIABLE.

Action claiming the value of a cargo lost at sea.

The plaintiffs were the owners of a cargo of coal shipped from Jarrow for Hamburg on a steamer belonging to the defendants. The steamer left the Tyne at about 9 p.m. on the 19th November, 1935. On the following day an S.O.S. message was received from the ship that the engines were flooded and that the ship had a dangerous list. The plaintiffs alleged that the steamer was unseaworthy when she left the Tyne because the coal had been improperly loaded, so that it was liable to shift in a seaway; that no sufficient steps were taken to prevent shifting; and that the coal did in fact shift and caused a dangerous list to port; and they contended that the court should infer unseaworthiness when the steamer left Jarrow from the fact that she sank in weather of not unusual severity about twenty-seven hours after leaving that port. The defendants, while denying that the vessel was unseaworthy, relied on the fact that the provisions of the Carriage of Goods by Sea Act, 1924, were incorporated in the bills of lading issued in respect of the cargo. By Art. IV, r. 2, of the Schedule to that Act: "Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from (*a*) act neglect or default of the master . . . or the servants of the carrier in the navigation or in the management of the ship . . . (*c*) Perils dangers and accidents of the sea or other navigable waters; (*d*) Any other cause arising without the actual fault or privity of the carrier or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

BRANSON, J., said that the vessel had apparently gone down with all hands the day after she left port. He found as a fact that she was perfectly sound and fit for the voyage, and that the coal was properly stowed and did not create any danger.

It was argued that the mere fact that the ship had been lost in weather which was not extraordinary was in itself evidence of unseaworthiness, but that argument had no weight where, as here, a ship had been proved to be sound and well-found. There was a high wind and a nasty sea, and in his view the loss was due to a peril of the sea. The exception in Art. IV, r. 2, therefore applied and the action failed.

COUNSEL: *Gordon Willmer* and *Owen Bateson*, for the plaintiffs; *Sir Robert Aske*, K.C., and *McNair*, for the defendants; *Norman V. Craig* held a watching brief for interested parties.

SOLICITORS: *Bentleys, Stokes & Lowless; Sinclair, Roche and Temperley*, for *Botterell, Roche & Temperley*, Newcastle-on-Tyne; *Pattinson & Brewer*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Messers, Ltd. *v.* **Morrison's Export Co., Ltd.**

Branson, J. 14th December, 1938.

CONTRACT—SALE OF TIMBER—TIMBER TO BE SHIPPED "ON DECK ⅓"—WHOLE CONSIGNMENT SHIPPED ON DECK—BUYER'S RIGHTS.

Special case stated by an arbitrator.

The appellants, Messers, Ltd., the buyers, entered into a contract with the respondent vendors for the sale of timber from British Columbia. The contract provided that the timber was "to be loaded on deck ⅓ at British Columbia." 69·729 standards of the timber were loaded all on deck on the ss. "Daldorch," the balance of 10 standards of that consignment being shipped on the ss. "Queen Adelaide" and accepted by the buyers without prejudice. The buyers contended that they were entitled to reject the 69·729 standards because they had been all shipped on deck, but they were willing to accept if the sellers would make an allowance on the price. On arbitration the arbitrator awarded on that point that the buyers were not entitled to reject but were entitled to the allowance which they claimed. On a contention that the whole of the cargo should have been shipped in one parcel, and that as it had been sent in two separate steamers the buyers were entitled to reject, the arbitrator awarded that the buyers were not entitled to reject. The questions for the opinion of the court were: (1) Whether on the true construction of the contract the buyers were bound to accept a parcel of 69 standards shipped on deck, having regard to the fact that the total quantity under the contract was 130 standards and the quantity actually shipped 129 standards, and to the provision that the shipment was to be one-third on deck; and (2) whether on the true construction of the contract the buyers were bound to accept a parcel of 80 standards, because 69 standards had been shipped on the ss. "Daldorch" and 10 standards on the ss. "Queen Adelaide." It was contended for the appellants that, as more than one-third, whether of the consignment of 80 standards or of the whole quantity of 130 standards, had been shipped on deck, the buyers were entitled to reject the whole; and that a shipper was not entitled to ship goods on deck at all without special authority ("Scrutton on Charterparties," Art. 48), and the only authority here was to ship one-third. It was contended for the respondents that, while the contract provided that one-third of the cargo should be carried on deck, nothing was said as to the remaining two-thirds, and that that was left to the discretion of the shipper; and that the court could not read into the contract an implied term that the two-thirds should not be carried on deck, for a term could only be implied where it was needed to give business efficacy to the contract.

BRANSON, J., said that the expression "on deck ⅓" meant that not more than one-third was to be carried on deck. The deck was not a place for the carriage of cargo at all unless there was a special arrangement to that effect ("Scrutton on Charterparties," *supra*). The authorities supported that view. The buyers were therefore entitled to reject on that ground, and it was accordingly unnecessary to consider the other questions raised.

COUNSEL: *Gilbert Paull*, for the appellants; *Valentine Holmes*, for the respondents.

SOLICITORS: *Wm. A. Crump & Son; Pritchard, Englefield & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Shipman *v.* **Shipman.**

Sir Boyd Merriman, P. 21st July and 8th December, 1938.

DIVORCE — INSANITY — HUSBAND'S PETITION — "PERSON UNDER CARE AND TREATMENT"—RESPONDENT'S ABSENCES FROM HOSPITAL "ON TRIAL"—LEAVE PERIODS AMOUNTING TO 346 DAYS IN FIVE YEARS—ABEYANCE OF RECEPTION ORDER DURING LEAVE—PROOF OF DETENTION IN FACT REQUIRED—PETITION DISMISSED—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 176 (*d*), AS AMENDED BY MATRIMONIAL CAUSES ACT, 1937 (1 Edw. 8 & 1 Geo. 6, c. 57), ss. 2 and 3—LUNACY ACT, 1890 (53 & 54 Vict., c. 5), s. 55.

This was a husband's petition for dissolution of marriage on the ground that the wife respondent was incurably of unsound mind and had been continuously under care and treatment for a period of five years immediately preceding the presentation of the petition. The respondent by her

guardian *ad litem* denied the allegations. The respondent was first certified on 31st July, 1915, and remained continuously in the asylum until 3rd October, 1923, when she was provisionally released on trial until further order or release. On 1st October, 1924, the respondent, having been living with her sister since 3rd October, 1923, was discharged from the asylum. A fresh reception order was made on 2nd July, 1926, because the sister was unable to keep the respondent indefinitely. From that date until presentation of the petition the respondent was released on many occasions; her release or return to the asylum being in every instance solely dependent upon the convenience of her sister and the state of the sister's health. The orders were all in the same form, viz.: " On trial from this mental hospital until we make further order, or until relapse of the patient, whichever should first take place." On no occasion was there any further order made, or anything that would properly be called a relapse. In February, 1933, when the statutory period of five years before presentation of the petition began, she was absent from the asylum and remained away for two months thereafter. Throughout the period there had been annual absences of greater or less duration amounting in all to 346 days. The court found that the respondent during the whole of the statutory period was incurably of unsound mind. At the hearing on 21st July, 1938, the President referred the matter to the King's Proctor for argument on the question whether the respondent's absences from the asylum on leave during the five-years' period did not break the continuity of care and treatment within the meaning of the statute, viz., " . . . a person of unsound mind shall be deemed to be under care and treatment while he is detained in pursuance of any order under the Lunacy and Mental Treatment Acts, 1890 to 1930 . . . and not otherwise ": Matrimonial Causes Act, 1937, s. 3.

Sir Boyd Merriman, P., in giving judgment, said, after reviewing the material parts of the Lunacy Act, 1890, that he was prepared to accept that during all the periods the respondent was away from the asylum she was allowed to be " absent on trial " for an unspecified period under s. 55 of the Lunacy Act, 1890, and he held that the reception order remained in force. A vital and difficult point was raised in connection with the statutory definition of " care and treatment." He (his lordship) was invited to say that the words " while he is detained in pursuance of " a reception order, in the Matrimonial Causes Act, 1937, s. 3, were satisfied if a reception order were held to have been continuously in force for the prescribed period, in pursuance of which the wife would have been liable at any time therein to be received and detained in the East Yorkshire Mental Hospital, whether or not she had actually been so detained throughout the whole of the period. It goes without saying that that solution would be simple, and would relieve the court of all the difficulties which arose if detention in fact must be proved. Apart from the fourteen days after an escape, during which a reception order was in force, it had been seen, from what had gone before, that there were at least four varieties of permitted absence in the case of a lunatic in that asylum—namely, (*a*) any temporary outing, unattended, during the time of day when patients were not locked in, (*b*) leave of absence granted by the manager, under the regulations, for three nights or four days, (*c*) absence on trial for a fixed period, and (*d*) absence on trial for an indefinite period. If detention, in fact, was requisite, it was obvious that those varieties of absence would require separate consideration. As at present advised, he would not be prepared to hold that detention would be interrupted by routine outings in the daytime, even though the only restrictions upon the movements of a patient were such as resulted from the limited time available. The second case, and the corresponding case of forty-eight hours' leave in the case of a private patient, obviously created more difficulty. He would assume, without deciding, that an occasional absence of that sort would not be held to interrupt the period of detention, on the *de minimis* principle. Even so, such absences might be so frequent that it would be impossible to disregard the accumulation of days of freedom during the five-years' period. It might be that there was raised the very question which Lord Coleridge, L.C.J., answered in *Southport Corporation* v. *Morriss* [1893] 1 Q.B. 359, when he said, at p. 361: " The Attorney-General has asked me where we are to draw the line. The answer is that it is not necessary to draw it at any precise point. It is enough for us to say that the present case is on the right side of any reasonable line that could be drawn." Whatever might be the position as regarded the first two classes of permitted absence, it seemed to him (his lordship) that, if detention in fact were requisite, absence on trial for prolonged and indefinite periods must be on the wrong side of any reasonable line that could be drawn. His lordship referred to the Divorce (Scotland) Act, 1938, and stated that he had made a comparison between the English and Scottish lunacy codes for the purpose of defining " care and treatment " under the Scottish Acts. Even if the second reception order had survived earlier absences it could not have survived the period of absence from 23rd December, 1932, to 21st April, 1933, and the crucial five-years' period would never even have begun to run. The point he (his lordship) had to decide would have been the same, if the respondent, instead of living with her sister for varying periods amounting in all to 346 days, had been permitted to be absent continuously for well over four years, and had lived with her husband throughout that time. On the wording of the Matrimonial Causes Act, 1937, itself, he would not bring himself to hold that the liability to be detained, if and when a reception order were called out of abeyance, was the same thing as actual detention under an order which was being enforced. Strong support for the view that periods of absence " on trial " were not periods of detention within the meaning of the Lunacy Acts was to be derived from the opinions of the noble lords in *Harnett* v. *Bond* [1925] A.C. 669. For those reasons the petitioner had not established a case under the section, and the petition would therefore be dismissed with costs.

Counsel: *The Solicitor-General* (Sir Terence O'Connor, K.C.) and *Theodore Turner*, for The King's Proctor; *S. E. Karminski*, for the petitioner; *H. W. Barnard*, for the respondent.

Solicitors: *The King's Proctor; Bell, Brodrick & Co.*, for *Woodhouse & Son*, Hull; *Burton, Yeates & Hart*, for *Brown and Pinkney*, Bridlington.

[Reported by J. Fr Compton-Miller, Esq., Barrister-at-Law].

Obituary.

Sir Arthur Underhill.

Sir Arthur Underhill, LL.D., Barrister-at-law, senior conveyancing counsel to the High Court of Justice, died in London on Tuesday, 24th January, in his eighty-ninth year. He was the son of Mr. Henry Underhill, solicitor, of Wolverhampton, and he was educated at Trinity College, Dublin. After being articled to his father, he later joined Lincoln's Inn and was called to the Bar in 1872. He acquired a large conveyancing practice, and in 1916 he was made a Bencher of his Inn. He was a member of the Departmental Committee on Land Transfer in 1920, and in 1922 he received the honour of knighthood for his work in connection with the Law of Property Acts. Sir Arthur Underhill was the author of many legal textbooks, including " Law of Private Trusts," " Law of Torts," and " The New Conveyancing." He had been Reader in the Law of Property to the Council of Legal Education, and he had also been a member of that council and of the Bar Council. He was the founder and for many years the Commodore of the Royal Cruising Club.

Mr. W. H. HOBSON.

Mr. William Harrison Hobson, solicitor, head of the firm of Messrs. Tyson & Hobson, of Maryport, Cumberland, died on Friday, 20th January, at the age of eighty-one. Mr. Hobson, who was admitted a solicitor in 1882, was clerk to the justices at Maryport from 1911 to 1938.

Mr. E. G. OLIVER.

Mr. Edmund Giffard Oliver, B.A. Cantab., solicitor, a member of the firm of Messrs. Sutton, Ommanney & Oliver, of Great Winchester Street, E.C., and of Paris, Berlin, Copenhagen and Milan, died in London on Tuesday, 17th January, at the age of fifty-nine. Mr. Oliver was admitted a solicitor in 1906. He was a well-known breeder of dogs, and until recently he was president of the Big Breeds Association and of the Harrogate Kennel Association.

Mr. G. WHEELDON.

Mr. George Wheeldon, solicitor, a partner in the firm of Messrs. Goffey & Wheeldon, of Southport, died on Sunday, 15th January, at the age of fifty-nine. Mr. Wheeldon served his articles with Messrs. Brown, Brown & Murphy, and was admitted a solicitor in 1901. He was a keen amateur photographer, and was a member of the council of the Southport Photographic Society.

The Law Society.

SPECIAL PRIZES FOR THE YEAR 1938.

PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS AND THE INTERMEDIATE EXAMINATIONS, THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZES, AND THE LOCAL GOVERNMENT PRIZE.

THE SCOTT SCHOLARSHIP.

Charles Ronald Sopwith and Henry Woodhouse, B.A. Oxon. (Mr. Sopwith served Articles with Mr. Cyril Hampton Vick, of London, and was awarded the Clement's Inn Prize in June, 1938; Mr. Woodhouse served Articles with Mr. Herbert William Lyde, of the firm of Messrs. G. T. Smith & Lyde, of Birmingham, and was awarded the Clement's Inn Prize in June, 1938.)

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.

Henry Woodhouse, B.A. Oxon. (Served Articles as before stated.)

THE CLABON PRIZE.

Charles Ronald Sopwith and Henry Woodhouse, B.A. Oxon. (Served Articles as before stated.)

THE MAURICE NORDON PRIZE.

Henry Woodhouse, B.A. Oxon. (Served Articles as before stated.)

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.

Ronald Thomas Fryer Smith, LL.M. Liverpool. (Served Articles of Clerkship with Mr. Oswald Fryer Smith, of the firm of Messrs. T. F. Smith & Son, of Liverpool, and was awarded Second Class Honours in March, 1938.)

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.

The Examiners reported that there was no candidate qualified for this Prize.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.

The Examiners reported that there was no candidate qualified for this Prize.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.*

Henry Woodhouse, B.A. Oxon. (Served Articles as before stated.)

* The award of this Medal carries with it the Horton Prize.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

The Examiners reported that there was no candidate qualified for this Prize.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.

Samuel Ezekiel Betesh, LL.B. Manchester. (Served Articles with Mr. Louis Wise, of the firm of Messrs. Wise and Wise, of Manchester, and was awarded Second Class Honours in June, 1938.)

THE NEWCASTLE-UPON-TYNE PRIZE.

Henry Soden-Bird, LL.B. Durham. (Served Articles with Mr. Anthony Harbottle, B.A., LL.B., of Newcastle-upon-Tyne; and was awarded Second Class Honours in June, 1938.)

THE WAKEFIELD AND BRADFORD PRIZE.

Bernard Leather, LL.B. Leeds. (Served Articles with Mr. Herbert Milner Dawson, of the firm of Messrs. Rawnsley and Peacock, of Bradford, and was awarded the Daniel Reardon Prize in November, 1938.)

THE SIR GEORGE FOWLER PRIZE.

John Phillips Swaffin. (Served Articles with Mr. Thomas Edwin Easterbrook, of the firm of Messrs. Gowman, Easterbrook & Co., of Paignton, and was awarded Second Class Honours in March, 1938.)

THE MELLERSH PRIZE.

Thomas Henry Band, LL.B. London. (Served Articles with Mr. David Arthur Nicholl and Mr. Reginald Herbert Jerman, M.C., M.A., both of Wandsworth, Surrey, and was awarded Second Class Honours in November, 1938.)

THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

Leonard Kasler. (Served Articles with Mr. Jacques Cohen, B.A., of the firm of Messrs. Jacques, Asquith & Jacques, of Rego House, Duke Street, London, E.C., and was awarded Second Class Honours in March, 1938.)

THE CITY OF LONDON SOLICITORS' COMPANY'S GROTIUS PRIZE.

Gilbert Scholes Wood, LL.B. London. (Served Articles with Mr. Arthur Habgood Barnes, of the firm of Messrs. Reynolds, Miles, Barnes & Drake, of No. 70, Basinghall Street, London, E.C., and was awarded Second Class Honours in November, 1938.)

THE LOCAL GOVERNMENT PRIZE.

Alfred Norman James. (Served Articles with Mr. William Richards and Mr. James Wallace, both of Denton, and passed the Final Examination held in November, 1938.)

SAMUEL HERBERT EASTERBROOK PRIZE.

Eric Oliver Savery. (Serving Articles with Mr. Charles Cecil Amphlett Morton, B.A., and Mr. Dudley Frederic Howard Greville-Smith, both of the firm of Messrs. Ivens, Morton & Morton, of Kidderminster; he was placed in the First Class at the Intermediate Examination held in November, 1938.)

HONOURS EXAMINATION.

NOVEMBER, 1938.

The names of the solicitors to whom the candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

(In order of merit.)

1. Frederick Thomas Brockes, LL.M. London (Mr. Robert Fowell Hooper-Watts, of the firm of Messrs. Blundell, Baker & Co., of London).
2. Bernard Leather, LL.B. Leeds (Mr. Herbert Milner Dawson, of the firm of Messrs. Rawnsley & Peacock, of Bradford).

SECOND CLASS.

(In alphabetical order.)

Thomas Henry Band, LL.B. London (Mr. David Arthur Nicholl and Mr. Reginald Herbert Jerman, M.C., M.A., both of London).

Gordon Neil Bradley (Mr. Basil Hector Chowen, of Plymouth).

Arthur Kenneth Clark (Mr. Arthur Frank Clark, of Reading; and Mr. Stanley Rudwick Stringer, of the firm of Messrs. Peacock & Goddard, of London).

Alfred Rupert Neale Cross, M.A., B.C.L. Oxon (Mr. George Edward Herbert Cook, B.A., of the firm of Messrs. Corbin, Greener & Cook, of London).

Wolf Feldman, LL.B. London (Mr. James Henry John, of the firm of Messrs. J. H. John & Co., of London).

Jack Franks, LL.B. London (Mr. Morris Teff, of the firm of Messrs. Teff & Teff, of London).

Ralph Freedman (Mr. Sebag Cohen, LL.B., of the firm of Messrs. Sebag Cohen & Co., of Sunderland).

William Ewart Buckle Holroyd, LL.B. Leeds (Mr. Hanson Anthoney Demaine, and Mr. John William Calvert, both of the firm of Messrs. Banks, Newell, Demaine & Calvert; and Mr. John Conchar, LL.B., of the firm of Messrs. John Conchar and Co., all of Bradford).

Jacob Israel, LL.B. London (Mr. William Urbane Page, of the firm of Messrs. Page, Moore & Page, of London).

John Macfadyen, LL.B. Manchester (Mr. William Henry Warhurst, LL.B., of Accrington).

John Philip Merson, LL.B. London (Mr. Harold Bedale, of London, and Mr. Henry Angus Clidero, of Bridgwater).

Kenneth Arthur George Raybould, B.A., B.C.L. Oxon (Mr. Francis Stafford Clark, LL.D., J.P., of the firms of Messrs. Stafford Clark & Co., and Messrs. Timbrell, Deighton and Nichols, both of London).

Richard Louis Rieu, LL.B. London (Mr. Everard Kenneth Brown, M.B.E., of the firm of Messrs. Kenneth Brown, Baker, Baker, of London).

Leonard Paul Wallen, LL.B. London (Mr. Arthur Frederick Dolman, LL.B., of the firm of Messrs. Dolman & Sons, of Newport, Mon.).

John Whitsed (Mr. John William Arthur Ollard, of the firm of Messrs. Ollard & Ollard, of Wisbech).

Francis Conder Whitty (Mr. William Foster, of the firm of Messrs. Eking, Manning, Morris & Foster, of Nottingham).

Gilbert Scholes Wood, LL.B. London (Mr. Arthur Habgood Barnes, of the firm of Messrs. Reynolds, Miles, Barnes & Drake, of London).

THIRD CLASS.

(In alphabetical order.)

Maurice Lionel Alexander, LL.B. Manchester (Mr. Alfred Riley, of the firm of Messrs. Roberts, Riley & Anderson, of Manchester).

Derek Charles Andrews (Mr. George Burlingham Johnson, of the firm of Messrs. Heald, Johnson & Lister, of London).

Thomas William Angel (Mr. Arthur Wansbrough Duthie, LL.B., of the firms of Messrs. Duthie, Hart & Duthie, and Messrs. Cowl, Duthie & Co., both of London).

Robert George Davies (Mr. Arthur Gordon Jenkins, of the firm of Messrs. Vaughan & Jenkins, of Crickhowell).

Henry Firth, LL.B. Leeds (Mr. Henry Firth, of the firm of Messrs. Firth & Firth, of Bradford).

Francis Evan Honniball (Mr. Arthur Richard Cotton, of the firm of Messrs. Theodore Bell, Cotton & Curtis, of London, and Sutton, Surrey).

Wolfe Jacobovitch, LL.B. London (Mr. Joseph Herbert Bueno de Mesquita, of London).

James Leslie Johnson, LL.B. London (Mr. Andrew Barrie, LL.B., of the firm of Messrs. Mawby, Barrie & Letts, of London).

John Stanley Mann (Mr. Walter Sykes, of Southport).

Barnett Saffron, LL.B. London (Mr. Nathan Chinn, of the firm of Messrs. Norman Chinn, Son & Co., of London).

Cecil Edmund Robert John Sayer (Mr. Raymond Eric Frearson, of Skegness).

David Charles Lennard Shepherd, LL.B. Birmingham (Mr. Albert Edward Victor Sherwood, and Mr. William Charles Camm, both of the firm of Messrs Slater & Camm, of Dudley).

Frederick Gould Standfield (Mr. Percy Clement Burley, of the firm of Messrs. Burley & Geach, of Petersfield).

Ronald Mason Strickland (Mr. Alfred Bates Thorneloe, of Sheffield).

Stephen Terrell, LL.B. London (Mr. Edward Justin Evans Baker, of the firm of Messrs. Kenneth Brown, Baker, Baker, of London).

Walter Graham Wiggs (Mr. Thomas Henry Smart, of the firm of Messrs. Turner & Evans, of London).

Pak Chuen Woo, LL.B. London (Mr. Ernest Hopkins Hazel, of the firm of Messrs. Ellis, Bickersteth, Aglionby & Hazel, of London).

Harold Bateman Wright (Mr. Frederick Page Winterbotham, M.A., of the firm of Messrs. Waterhouse & Co., of London).

William Robert Arthur Young, B.A. Oxon (Sir John Roger Burrow Gregory, LL.D., and Mr. Henry Ball, both of the firm of Messrs. Gregory, Rowcliffe & Co., of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes :—

To Mr. Brockes—The Clement's Inn Prize—Value about £34.

To Mr. Leather—The Daniel Reardon Prize—Value about £17.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Two hundred and twenty-one candidates gave notice for Examination.

Societies.

The Bar Council.

ANNUAL GENERAL MEETING OF THE BAR.

The Annual General Meeting of the Bar was held in the Hall of the Inner Temple on the 18th January. The Attorney-General, Sir DONALD SOMERVELL, K.C., M.P., presided.

In his prefatory remarks, Sir Donald voiced the regret which members felt at the absence through indisposition of the chairman, Sir Herbert Cunliffe, K.C., who had served the Council with unfailing assiduity and thoroughness. He also referred to the death of Sir Thomas Hughes, K.C., who had been a member of the Council for over thirty years and had acted as chairman for eleven years.

Thanks were due, he said, to all the members of the Council for the work they performed in connection with the many matters affecting the welfare of the profession, and he also expressed his appreciation of the services of co-opted members on committees. As an example of the diverse nature of its duties, the Council had been in correspondence with the Colonial Secretary regarding the qualifications requisite for the appointment of colonial judges. It was not intended, he said, that there should be appointed to the colonial Benches persons lacking in full legal qualifications, and after consultation and discussion the Secretary of State for the Colonies had agreed to the Council's request for the insertion of express conditions that colonial judges should have practised as barristers for a stated number of years. Another question which had received the Council's detailed consideration was that of retainer rules, and, as a result of investigation by a special committee, it had decided to modify the existing rules so as to obviate the difficulties which were found to arise.

The Council had also given its attention to the position of barristers who were briefed in poor persons' cases. No provision had existed to enable a barrister to obtain reimbursement of travelling expenses in the event of the remission of a case to a court in another part of the country, and he was only allowed to return the brief by consent of the judge. Owing to the Council's intervention he could now return the brief with the consent of the Poor Persons Committee, who could transfer it to a member of the local Bar nearest the county court.

Under the rules of one of the Indian High Courts, no provision was made whereby a period in chambers in this country was recognised as part of the qualifications for the local Bar. As a result of the representations of the Council to that High Court, these rules had been amended accordingly.

The Attorney-General emphasised the importance of traditions and rules of etiquette to every profession, but especially to the Bar. It was the duty of the Bar Council to see that these traditions were worthily kept and to modify them as occasion demanded. The annual statement bore witness to the vigilance with which the Council carried out its duties and to the variety of the matters with which it had to deal.

Mr. A. T. MILLER, K.C., moved a vote of thanks to the Attorney-General for presiding at the meeting, and testified to the invariably helpful attitude of the law officers. Sir DONALD, in reply, said that holders of his office provided, at any rate in the early stages of a problem, an alternative source of advice to the Bar Council. No dispute ever arose, or was likely to arise; his department worked continually in close co-operation with the Council and constantly received valuable assistance from it.

Rules and Orders.

THE CRIMINAL PROCEEDINGS (CHANGE OF VENUE) ORDER, 1938.

At the Court at Buckingham Palace, the 20th day of December, 1938.

PRESENT,

The King's Most Excellent Majesty in Council.

Whereas by section eleven of the Administration of Justice (Miscellaneous Provisions) Act, 1938,* the High Court is empowered to direct that any indictment or inquisition shall be tried at bar in the King's Bench Division or before three judges of the Central Criminal Court, or that any indictment found by a grand jury of the county of London and county of Middlesex shall be tried at the Central Criminal Court, or that any indictment or inquisition shall be tried at a different court of assize or quarter sessions from the court at which it would have been tried but for the direction :

* 1 & 2 Geo. 6, c. 63.

And whereas by subsection (5) of the said section His Majesty is empowered by Order in Council to make such provisions as to the matters specified in that subsection as seem necessary or expedient for the purposes of the foregoing provisions of that section:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. Where by virtue of any direction given under the said section eleven any indictment or inquisition is to be tried in the King's Bench Division of the High Court or at the Central Criminal Court or at a different court of assize or quarter sessions as aforesaid—

(*a*) the court shall have jurisdiction for all purposes connected with the trial as though the offence had been committed in the place for which the court is held;

(*b*) where judgment of death has been passed at any such trial, the sheriff who would, if the direction had not been given, have been charged with the execution of the judgment, shall be charged with the execution of the judgment and may carry the judgment into execution in any prison which is the common gaol of his county or in which the convict was confined for the purpose of safe custody before his removal to the place where the court was held and shall, for the purposes of the execution, have the same jurisdiction in the prison and over the officers of the prison and be subject to the same responsibility and duties as though he were the sheriff of the place for which the assize was held within the meaning of the Sheriffs' Act, 1887†:

Provided that nothing herein shall affect the provisions of subsection (5) of section two of the Central Criminal Court (Prisons) Act, 1881‡;

(*c*) all indictments, inquisitions, recognizances, depositions, exhibits or other relevant documents shall be transmitted to the court at which the person is to be tried;

(*d*) all recognizances transmitted as aforesaid shall have effect with the substitution for any references for the court at which the trial would be held but for the direction of references to the court at which the trial is to be held, and shall be amended accordingly, and any commissions, writs, precepts, indictments, inquisitions, depositions, exhibits or other relevant documents shall be amended so far as may be necessary in consequence of the change of the court of trial.

2. This order may be cited as the Criminal Proceedings (Change of Venue) Order, 1938.

E. C. E. Leadbitter.

† 50 & 51 Vict., c. 55. ‡ 44 & 45 Vict., c. 64.

THE HIRE-PURCHASE (INFERIOR COURTS) ORDER, 1938.

At the Court at Buckingham Palace, the 20th day of December, 1938.

PRESENT,

The King's Most Excellent Majesty in Council.

Whereas by Section 18 of the Hire-Purchase Act, 1938* (in this Order called the Act), it is provided that His Majesty may by Order in Council direct that the jurisdiction conferred upon county courts by the Act may be exercised by any inferior court specified in the Order:

And whereas it is further provided by the said Section that, whilst any such Order is in force with respect to any inferior court, an action to which Section 12 of the Act applies may, where the hirer resides or carries on business within the jurisdiction of that inferior court or resided or carried on business within the jurisdiction of that court at the date on which he last made a payment under the hire-purchase agreement, be commenced either in a county court in accordance with the provisions of the said section or in that inferior court, and that the Order may contain such provisions as appear to His Majesty to be expedient with respect to the rules of court for regulating the procedure to be followed in any such action, and may also, where it appears to His Majesty to be necessary, contain provisions authorising the making of such rules:

And whereas it is expedient that the Court of Passage of the City of Liverpool and the Salford Hundred Court of Record should exercise the jurisdiction conferred by the Act upon county courts:

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. The jurisdiction conferred by the Act on the county courts may be exercised by the Court of Passage of the City of Liverpool and by the Salford Hundred Court of Record.

* 1 & 2 Geo. 6, c. 53.

2. The authority empowered to make rules of procedure for each of the said Courts may, if it thinks fit, adopt and apply to that Court any County Court Rules made for the purpose of giving effect to the Act.

3. The Interpretation Act, 1889† shall apply to this Order as if it were an Act of Parliament.

4. This Order may be cited as the Hire-Purchase (Inferior Courts) Order, 1938, and shall come into operation on the 1st day of January, 1939.

Rupert B. Howorth.

† 52 & 53 Vict., c. 63.

Legal Notes and News.

Honours and Appointments.

The King has approved a recommendation of the Home Secretary that Mr. MAX ERNEST HOLDSWORTH be appointed Recorder of Lichfield, to succeed Mr. Stamford Hutton, who has resigned. Mr. Holdsworth was called to the Bar by Gray's Inn, in 1922, and practises on the Oxford circuit.

The King has made the following appointments on the recommendation of the Secretary of State for Scotland:—

Mr. JOHN WILLIAM MORE, advocate, Sheriff-Substitute of Aberdeen, Kincardine and Banff, at Banff, to be Sheriff-Substitute of Fife and Kinross, at Cupar, in place of the late Mr. Dudley Stuart.

Mr. WILLIAM ROBERT WALKER, advocate, to be Sheriff-Substitute of Aberdeen, Kincardine and Banff, at Banff, in place of Mr. More.

Mr. More was called to the Scottish Bar in 1905, and Mr. Walker was called in 1914.

Mr. RONALD SMITH and Mr. J. L. PRATT have been elected Masters of the Bench of the Middle Temple.

The Lord Chancellor has appointed Mr. MILBURN VINCENT MACKEY to be the Registrar of the Rochester County Court and District Registrar in the District Registry of the High Court of Justice at Rochester, as from the 23rd day of January, 1939. Mr. Mackey was admitted a solicitor in 1914.

Mr. R. H. LANGHAM, Deputy Clerk to the Hastings Borough Bench and the Bexhill Bench, has been appointed to succeed Mr. Sydney Brain as Magistrates' Clerk at Reading. Mr. Langham was admitted a solicitor in 1934.

Notes.

A notice of the death on 25th December, 1938, of Mr. Charles Davis, for forty years Clerk and faithful friend to the late Mr. Justice Lush, appeared in *The Times* last Monday.

Mr. Ernest E. Bird has been elected a director of the Bournemouth Gas and Water Company in the place of Sir John Withers, M.P., who, through a desire to reduce his responsibilities, has resigned.

A sessional evening meeting of the members of The Auctioneers' and Estate Agents' Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 2nd February, at 7 p.m., when Mr. C. Harman Hunt (Fellow) will deliver a paper entitled: "Flats: Past, Present and Future."

Messrs. Harold Williams & Partners, Chartered Surveyors, of Chancery Lane, W.C., and Croydon, announce that they have taken Mr. Stephen S. Williams, Chartered Surveyor, P.A.S.I., A.A.I., into partnership as from 2nd January, 1939. The style of the firm will remain unaltered.

The Directors of the Midland Bank Limited report that, full provision having been made for all bad and doubtful debts, the net profits for the year ended 31st December, 1938, amounted to £2,445,670 19s. 11d., to which has to be added the balance of £591,044 1s. 2d. brought forward from last account, making together a total sum of £3,036,715 1s. 1d. The Directors recommend a dividend, payable 1st February, 1939, for the half-year ended 31st December, 1938, at the rate of 8 per cent. actual less income tax, making 16 per cent. for the year.

Mr. Norman Birkett, K.C., will preside at a Midland conference on the Official Secrets Acts and the "Freedom of the Press," to be held in Birmingham on 18th February. The conference is being arranged by the National Union of Journalists to draw attention to the difficulties arising from the Official Secrets Acts, and to the dangers to liberty considered to be inherent in them.

The Annual Statistical Report relating to new companies registered in England during the year ended 31st December, 1938, has just been published by Messrs. Jordan & Sons,

Company Registration Agents, Chancery Lane, London. Despite the major crisis in September, the figures for the year 1938 reveal a decline of only 111 or less than 1 per cent. The number of private companies registered in England (12,414) was actually slightly higher than in 1937 (12,306). The number of public (including "guarantee") companies, however, is down by 219 (197, compared with 416).

The Ex-Presidents' Debate of the Gray's Inn Debating Society will be held in the South Common Room, Gray's Inn, at 8.15 p.m., on Tuesday, 31st January. The Annual Ladies' Night Debate will be held in Gray's Inn Hall, on Thursday, 2nd February, at 8 p.m. The principal speakers will include The Dean of St. Paul's, Professor F. A. Lindermann, F.R.S., and Mr. Godfrey Winn. After the debate the members and their guests will be entertained to refreshments by the Masters of the Bench. Tickets, price 2s. 6d. each, may be obtained from the Hon. Secretary, Common Room, Gray's Inn, W.C.1.

The Swiney Prize for 1939, for the best published work on jurisprudence has been awarded to Professor John Glaister, Regius Professor of Forensic Medicine in the University of Glasgow, and Professor J. C. Brash, Professor of Anatomy in the University of Edinburgh, for their joint work on "Medico-legal Aspects of the *Ruxton Case*." The prize was founded through a bequest made to the Royal Society of Arts by Dr. George Swiney, who died on 21st January, 1844, and is awarded on every fifth anniversary of the testator's death. It consists of a cup of the value of £100 and money to the same amount. The prize is offered alternately for medical and general jurisprudence.

TITHE ACT, 1936.

Remission of Redemption Annuities.

Section 14 of the Tithe Act, 1936, enables owners of agricultural land to obtain a remission of redemption annuities in excess of one-third of the annual value for income tax purposes under Sched. B of the agricultural land in respect of which the annuities are charged.

It is, however, an essential condition that application for a certificate of Sched. B annual value shall be made in the prescribed form *before the 1st day of March* in the year for which remission is claimed.

A fresh application has to be made every year, and it is important that landowners who may be affected should note that *the Tithe Redemption Commission have no power to allow remission in respect of the half-yearly instalments of annuities that will be payable on 1st April and 1st October*, 1939, *unless an application for a certificate of annual value in respect of those instalments is made before 1st March*, 1939.

The application for such a certificate must be made to the inspector of taxes for the parish in which the land concerned is assessed or situate, who will on request supply forms on which applications may be made. A separate application must be made in respect of each agricultural holding. The expression "agricultural holding" means, broadly, land in the ownership of a single owner which is, or is usually, occupied or farmed as a single unit, or, in the case of land used for a plantation or wood or for the growth of saleable underwood, managed as a single unit.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. I.	Mr. Justice Farwell.
	Mr.	Mr.	Mr.
Jan. 30	Andrews	Jones	More
,, 31	Jones	Ritchie	Hicks Beach
Feb. 1	Ritchie	Blaker	Andrews
,, 2	Blaker	More	Jones
,, 3	More	Hicks Beach	Ritchie
,, 4	Hicks Beach	Andrews	Blaker

	Group A.		Group B.	
	Mr. Justice Bennett. Non-Witness.	Mr. Justice Simonds. Witness.	Mr. Justice Crossman. Non-Witness.	Mr. Justice Morton. Witness.
	Mr.	Mr.	Mr.	
Feb. 6	Jones	Ritchie	Hicks Beach	
,, 7	Ritchie	Blaker	Andrews	
,, 8	Blaker	More	Jones	
,, 9	More	Hicks Beach	Ritchie	
,, 10	Hicks Beach	Andrews	Blaker	
,, 11	Andrews	Jones	More	

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 9th February 1939.

	Div. Months.	Middle Price 25 Jan. 1939.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	104¼	3 16 9	3 13 5
Consols 2½%	JAJO	69¼	3 12 2	—
War Loan 3½% 1952 or after	JD	96⅜	3 12 4	—
Funding 4% Loan 1960-90	MN	107	3 14 9	3 10 6
Funding 3% Loan 1959-69	AO	93½	3 4 2	3 6 11
Funding 2¾% Loan 1952-57	JD	91½	3 0 1	3 7 8
Funding 2½% Loan 1956-61	AO	86	2 18 2	3 8 3
Victory 4% Loan Av. life 21 years	MS	106½	3 15 1	3 11 1
Conversion 5% Loan 1944–64	MN	109¼	4 11 6	2 19 8
Conversion 3½% Loan 1961 or after	AO	97	3 12 2	—
Conversion 3% Loan 1948-53	MS	96¼xd	3 2 4	3 6 10
Conversion 2½% Loan 1944-49	AO	94½	2 12 11	3 3 0
National Defence Loan 3% 1954-58	JJ	94½	3 3 6	3 7 8
Local Loans 3% Stock 1912 or after	JAJO	82	3 13 2	—
Bank Stock	AO	324½	3 13 11	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	79	3 9 7	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	84	3 11 5	—
India 4½% 1950-55	MN	109½	4 2 2	3 8 11
India 3½% 1931 or after	JAJO	88¼	3 19 4	—
India 3% 1948 or after	JAJO	74½	4 0 6	—
Sudan 4½% 1939-73 Av. life 27 years	FA	105	4 5 9	4 3 9
Sudan 4% 1974 Red. in part after 1950	MN	105½	3 15 10	3 8 8
Tanganyika 4% Guaranteed 1951-71	FA	104	3 16 11	3 11 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	102½	4 7 10	3 12 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	87½	2 17 2	3 9 9
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	98½	4 1 3	4 1 8
Australia (Commonw'th) 3% 1955-58	AO	82½	3 12 9	4 6 5
*Canada 4% 1953-58	MS	108	3 14 1	3 6 2
*Natal 3% 1929-49	JJ	98	3 1 3	3 4 11
New South Wales 3½% 1930-50	JJ	92	3 16 1	4 8 9
New Zealand 3% 1945	AO	88½	3 7 10	5 5 8
Nigeria 4% 1963	AO	107	3 14 9	3 11 6
Queensland 3½% 1950-70	JJ	89½	3 18 3	4 2 1
*South Africa 3½% 1953-73	JD	98	3 11 5	3 12 1
Victoria 3½% 1929-49	AO	93½	3 14 10	4 5 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	81	3 14 1	—
Croydon 3% 1940–60	AO	93	3 4 6	3 9 6
*Essex County 3½% 1952-72	JD	99½	3 10 4	3 10 6
Leeds 3% 1927 or after	JJ	80	3 15 0	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	95	3 13 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	67	3 14 8	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	79¼	3 15 6	—
Manchester 3% 1941 or after	FA	80	3 15 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	3 3 1
Metropolitan Water Board 3% "A" 1963-2003	AO	84	3 11 5	3 12 11
Do. do. 3% "B" 1934-2003	MS	84	3 11 5	3 12 10
Do. do. 3% "E" 1953-73	JJ	92½	3 4 10	3 7 6
*Middlesex County Council 4% 1952-72	MN	105½	3 15 10	3 10 0
* Do. do. 4½% 1950-70	MN	110	4 1 10	3 9 4
Nottingham 3% Irredeemable	MN	80	3 15 0	—
Sheffield Corp. 3½% 1968	JJ	99½	3 10 4	3 10 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	96½	4 2 11	—
Gt. Western Rly. 4½% Debenture	JJ	106	4 4 11	—
Gt. Western Rly. 5% Debenture	JJ	117½	4 5 1	—
Gt. Western Rly. 5% Rent Charge	FA	112½	4 8 11	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	106½	4 13 11	—
Gt. Western Rly. 5% Preference	MA	74½	6 14 4	—
Southern Rly. 4% Debenture	JJ	94½	4 4 8	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	100	4 0 0	4 0 0
Southern Rly. 5% Guaranteed	MA	107½	4 13 0	—
Southern Rly. 5% Preference	MA	83½	5 19 9	—

* Not available to Trustees over par.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.